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Current Topics.

The King's Bench Cause List.

THE ONLY cause list which has reached us before going to press is that of the actions entered for trial in the King's Bench Division. These number 442, out of which 153 are for trial by special jury and 162 by common jury, while 98 are non-jury cases.

Dispute Between Two Colonies as to the Title to Land.

ACTIONS BY one British subject against another for the recovery of land are by no means uncommon, but a dispute between two British colonies as to the title to a province is comparatively rare. We read, however, that the Victorian Government has decided to obtain a legal opinion as to the title of the State to the Riverina, a territory 31,000 square miles in extent, and which it is admitted has been in the actual possession of New South Wales ever since 1850, when Victoria was constituted a separate colony. The claim of Victoria to the Riverina is founded upon a dispatch of Her late Majesty Queen VICTORIA in 1840, directing the Governor of New South Wales (which then included Victoria) to divide the district of Port Philip (now Victoria) from the rest of New South Wales by the whole course of the Murrumbidgee River and the Murray River until it meets the Eastern boundary of South Australia. We have no knowledge of the procedure by which the rights of the two colonies are to be adjusted. The question, as in other disputes as to the boundaries of real property, seems to be of mixed law and fact, and may probably be at some future period discussed before the Judicial Committee of the Privy Council.

Execution Against a Corporation.

WE READ that the town hall and urban district council office of Clay Cross, near Chesterfield, have been in the possession of a sheriff's officer acting under an execution obtained against the council by a firm of contractors. A judgment or order for the recovery or payment of money may be enforced against a corporate body by *fi. fa.* or *elegit* without order, as against a person; but embarrassing questions sometimes arise as to

whether the real or personal property vested in a corporation is or is not impressed with a definite trust, so as to prevent it from being available to satisfy the debts of judgment creditors. The Court of Chancery has restrained a judgment creditor of a board of guardians from levying execution upon money raised by rates and in the hands of the treasurer of the union, though it would seem that the land and other property of the union, with the exception of this money, is vested in them absolutely for the general benefit of the parishes, without any definite application being impressed upon any part of this property beyond its being for the benefit of the parishes and subject to their debts and capable of being sold for their debts. The Legislature has sometimes interfered for the protection from seizure in execution of the property of a corporation, as in the case of the Railway Companies Act, 1867, which enacts that the engines, tenders, carriages, trucks, machinery, tools, fittings, materials, and effects constituting the rolling stock and plant used or provided by a company for the purposes of the traffic on their railway shall not, after their railway is open for public traffic, be liable to be taken in execution at law or in equity at any time after the passing of the Act. But the necessity for this enactment is a strong argument that, in the absence of express provision, there is nothing to protect corporate property from seizure by the sheriff.

Anarchists and the Law.

IT WAS held, about twenty-five years ago, in the well-known case of *Reg. v. Most* (29 W. R. 858, 7 Q. B. D. 244), that the publication in London of a German newspaper containing an article exulting in the assassination of the Emperor of Russia, and commending it as an example to revolutionists throughout the world, was an offence against section 4 of the Offences Against the Person Act, 1861, by which, as amended by the Penal Servitude Act, 1891,

"All persons who shall conspire . . . to murder any person, whether he be a subject to His Majesty or not, and whether he be within the King's dominions or not, and whoever shall solicit, encourage, persuade, or endeavour to persuade, or shall propose to any person to murder any other person, whether he be, &c., or not, shall be guilty of a misdemeanour, and liable to penal servitude for not more than ten and not less than three years, or imprisoned for not more than two years with or without hard labour."

In addition to the penalties of the above enactment, anarchists may become amenable to those of the Seditious Meetings Act, 1817 (57 Geo. 3, c. 19), and the Unlawful Societies Act, 1799 (39 Geo. 3, c. 79) (recognized as fully in force by section 32 of the Friendly Societies Act, 1896); and also, if they deal with explosives, to those of the Explosive Substances Act, 1883. The Acts of 1817 and 1799 (which for some time bore the joint title of the "Corresponding Societies Acts," and punished offenders against them with death) make liable to seven years' penal servitude any member of any society, the members of which are required to take any oath not required by law, or in which the names of the members or of any committee are kept secret from the society at large, or in which the names of all the members are not entered in a book open to the inspection of all members. By section 37 of the Act of 1817 any proceedings under either of these Acts may be stayed by order of the Attorney-General. The Explosive Substances Act, 1883, contains a string of sections directed against criminal dealing with "explosive substances" as very comprehensively defined in section 9. By section 6 of this Act an inquiry may be ordered by the Attorney-General on reasonable ground for belief that an offence against the Act has been committed, although no particular persons be charged with the offence, and, by section 7, the Attorney-General has full control over prosecutions. It remains to be stated that the Extradition Act, 1870, excludes offences of a political character from its operation, and that the Aliens Act, 1905, s. 1 (1) (c) and (d), has cognate exemptions from expulsion orders. We cannot, however, imagine any English court seeing its way to holding the attempt to murder by bomb to be an offence of a political character; and *Reg. v. Most* is perhaps an authority for holding that incitement by word or writings to give effect by murder to anarchical opinions would not be a political offence.

Omnibus and Tramcar Ticket Lotteries.

WE REFERRED shortly last week to the enterprize of certain newspapers in "buying" used omnibus and tram tickets, but it may be well to discuss in more detail the reasons for the opinion we then expressed. The *modus operandi* is simple: As is well known, every such ticket is numbered. Taking advantage of this, the newspaper, having ascertained the numbers of tickets issued one day, announces on the next day that it will "buy" certain of the tickets for certain sums of money named. A question has been asked in Parliament whether this proceeding is an infringement of the law against lotteries. To that question no official answer has yet been given; but it is submitted that the answer should be in the affirmative. Whether this is the right answer or not, it is certainly a very cleverly designed scheme, and affords a good example of the ingenious attempts which are constantly being made to discover something in the nature of a lottery which is not in law a lottery, but which is equally attractive to the public. By 42 Geo. 3, c. 119, it is provided that no person shall keep any office or place to exercise or expose to be drawn, by dice or lots or by numbers or figures, or by any other way whatever, any lottery, or shall knowingly suffer any such lottery in his house. The question is, what does "lottery" mean? This has been considered by the High Court in several cases, amongst which may be mentioned *Taylor v. Smetten* (11 K. B. D. 207). There the court adopted the definition given in certain dictionaries, that a lottery is "a distribution of prizes by lot or chance." In that case the prizes were distributed by pure chance; there was no skill of any sort required in the competition. In other cases where skill has proved to have been an important element in the winning of a prize the competition has been held not to be a lottery. In all such cases, however, some money has necessarily passed from the competitor to the person working the scheme; either something has had to be purchased (as a packet of tea or sweetmeats) which may contain a winning number, or money has had to be directly paid for a chance. In this omnibus ticket scheme, however, the winner of a prize need not even prove that he purchased a copy of the halfpenny paper. If he has travelled by omnibus and kept his ticket, and if that ticket bears a winning number, he gets a prize. To find out what are the winning numbers he can apparently go into a free library and look at the paper. The scheme, therefore, differs from others which have gone before in an important particular. It is, however, none the less "a distribution of prizes by lot or chance," and, therefore, we submit, a lottery. Of course, the offer to "buy" the used ticket is a mere pretence. The thing "bought" is of no value whatever, and is probably destroyed as soon as acquired. The question never seems to have been directly considered whether to constitute a lottery it is necessary that the giver of the prizes should contemplate profit to himself from the scheme. As far as we know, there has not yet been a case before the courts in which prizes were given by lot by a philanthropist who looked for no gain, either direct or indirect, from the transaction. It is true that nothing need pass directly from the ticket prize-winner to the newspaper proprietor, but no one can doubt that indirectly the proprietor expects to profit largely. We, therefore, do not think that his position is as strong in law as he seems to think. He seems to be of the same opinion as other persons who have given prizes allotted by pure chance in order to attract customers and increase the profits of their business. It is, however, a scheme which can hardly be said to be harmful from the point of view of the public. No one is likely to ruin himself by indulging in penny 'bus rides on the chance of winning a prize. None the less, the system causes a nuisance by inducing children to surround stopping 'buses and scramble for tickets thrown away; and at least in one case this has led to a fatal accident.

Limited Companies Doing Business Abroad.

AN ATTEMPT was made in *Ridson Iron, &c., Works v. Furness* (54 W. R. 324; 1906, 1 K. B. 49) to remove the protection of limited liability in the case of an English company doing business abroad, and, had it succeeded, it would have been a serious matter for English investors. By section 322 of the Civil Code of the State of California, each stockholder of a corporation is individually and personally liable for such proportion of its debts and liabilities as the amount of stock or shares owned by him

bears to the whole of the subscribed capital, stock, or shares of the corporation; and any creditor may institute joint or several actions against any of its stockholders for the proportion of his claim payable by each; and the liability of each stockholder of a corporation formed under the laws of any foreign country and doing business within the State of California is to be the same as the liability of a stockholder of a corporation created under the constitution and laws of that State. The plaintiffs in the present action were a Californian corporation, and were creditors of a company called "Copper King (Limited)," registered in London under the Companies Acts, 1862 to 1898, in which the defendant was a shareholder. The objects of "Copper King (Limited)" included the acquisition of copper or other mines in the United States of America, Australia, and elsewhere, with the usual subsidiary general objects. By the articles of association the directors were empowered to take such steps as might be necessary to comply with any statutory enactment in any country where the company carried on business. The company caused itself to be registered in the State of California and carried on business there, and it was contended that the defendant, as a shareholder, had become liable, under the provisions of the Californian Civil Code, to an action at the suit of the plaintiffs. If the contention had succeeded, the position of English shareholders in limited companies carrying on business abroad would have been gravely imperilled. But it has been held by the Court of Appeal that the limitation of liability is fundamental to the constitution of companies registered as limited under our Companies Acts; and that if a shareholder is to become individually liable, there must be something in the nature of assent by him to such liability. The defendant might be liable, observed COLLINS, M.R., if he were shewn to have in fact assented to the company carrying on business in California upon the terms that he should incur personal liability in accordance with the law of that State. It was held, indeed, in *Bank of Australia v. Nias* (16 Q. B. 717) that where a company had obtained from a colonial legislature a special Act for its benefit, and that Act imposed personal liability on the shareholders, a judgment obtained against a shareholder in the colony could be enforced in this country. In the present case this result has been referred to the special constitution of the company in *Nias' Case*. "Being a member of a company so constituted," said the Master of the Rolls, "of course he could not avoid being responsible, and he was held to be made liable in terms to which he had expressly consented." But the Court of Appeal declined to draw the same conclusion from the mere fact of the company being registered and doing business abroad. This is not sufficient to shew that the English shareholder has authorized the company to pledge his credit and make him personally liable under the foreign law.

False Statement in Notice of Marriage to Superintendent Registrar.

IN THE case of *Raymond v. Raymond*, recently decided by Mr. Justice BARGRAVE DEANE, an attempt was made, under rather peculiar circumstances, to challenge the validity of a marriage. The suit was a petition by the wife for restitution of conjugal rights. It appeared that she had for twenty-two years before the marriage lived under the name of HOWARD, describing herself as a widow for the sake of her daughter. She had been introduced to her husband as "Mrs. HOWARD, widow," and she admitted that she had led him to believe that she was in fact a widow. It was submitted, on behalf of the husband, that the marriage which had taken place before the registrar under the Marriage Act, 1836, was invalid, having regard to the fact that the Act provided that a previous notice should be given to the registrar by the persons about to marry, and that such notice should be full, giving the names, condition and residence of the parties, and that, by section 42, if persons knowingly and wilfully intermarried without due notice to the registrar or without certificate of notice duly issued, the marriage should be null and void. On behalf of the lady, it was urged that, as the petitioner gave the name by which everybody had known her for years, the marriage was legal. The learned judge, in giving judgment, referred to the distinction between marriage by licence and marriage by banns. In the latter case, the proper names must be published, so that

any one of the public might shew cause why the two persons should not be married. It was necessary that this publication should not be wanting in precision. With regard to the licence there was no such publication; the court had only to be satisfied whether the two individuals who had actually married had obtained the licence and were the subject of that licence. "Due notice to the registrar" did not imply that accuracy in the name and description of the parties was essential. It meant that notice should be given at such a time as to enable that official to be present at the ceremony. In this case the respondent intended to marry the woman who passed under the description of "Mrs. HOWARD, widow," and it was not suggested that he would not have married her if he had known the truth. This decision appears to be in accordance with the authorities; and so far back as *Holmes v. Simmons* (L. R. 1 P. & M. 523) Lord PENZANCE observed that the Act seemed to have intended to institute a system of giving notice to the registrar, with the penalty of perjury for giving a false notice, but not to make the marriage void. Apart from the statute, it could scarcely be contended that the marriage could be avoided on the ground of fraudulent concealment.

The Benefit of Marine Policies.

As a general rule, a person who insures property insures on his own account only, and another person who may suffer from the happening of the risk insured against has no claim to the benefit of the insurance. In *Boston Fruit Co. v. British and Foreign Marine Insurance Co.* (Times, 22nd ult.), the House of Lords, affirming the decision of the Court of Appeal (53 W. R. 420; 1905, 1 K. B. 637), have refused to vary this rule in the case of a marine policy of insurance. The appellants were the charterers of the steamship *Barnstaple* under a charter-party which bound the owners to maintain the ship and her machinery in proper working order, but required the charterers to pay the wages of the captain and the crew, and also to pay for stores and coals. The owners were bound, by one of the clauses of the charter-party, to pay for the insurance on the vessel. They accordingly took out a time policy on the hull and machinery, with collision and other clauses attached, and the policy, which was taken in the usual way in the name of the brokers, purported to be effected as well in the brokers' names as "for and in the names of all and every other person or persons to whom the subject-matter of this policy does, may, or shall appertain in part or in all." The *Barnstaple* came into collision with another vessel and sank her. The loss was held to be due to the negligence of the master and crew of the *Barnstaple*, and after protracted litigation in the American courts, it was held that the *Barnstaple* was liable, and that, as between the owners and the charterers, the damages must be paid by the charterers. The charterers paid, and thereupon claimed the benefit of the owners' insurance, a benefit to which under the circumstances they might not unreasonably expect to be entitled. It has been held, however, that the insurance clause in the charter-party imposed no duty upon the owners to insure for the joint benefit of themselves and the charterers, and that the circumstances shewed no actual intention on the part of the owners to include the charterers in the insurance. Notwithstanding the express condition that the owners were to pay for insurance, it imposed no obligation that the charterers could enforce. "The meaning," said Lord MACNAGHTEN, "must be simply this—that if the owners choose to insure they must pay the premiums without recourse to the charterers. The owners are not to trouble themselves about the charterers at all. The insurance contemplated, if effected, is no concern of the charterers." It will be noticed that the charter-party, contrary to the usual practice, threw the wages of the captain and crew upon the charterers, and probably it was this circumstance that made the charterers liable for their conduct. In any case it behoves charterers, as much as owners, to see that they are properly covered by insurance.

Estates Tail and the Forfeiture Act, 1870.

THE POWER to convert an estate tail into an estate in fee seems now to be so inherent in the nature of the lesser estate that it comes rather as a surprise that a person in whom the estate tail is vested may not have such power. But the decision of

KEKEWICH, J., in *Re Gaskell and Walters' Contract* (54 W. R. 327; 1906, 1 Ch. 440) shews that this is the result where the estate tail of a convict vests in an administrator appointed under the Forfeiture Act, 1870. Section 10 enacts that upon such appointment all the real and personal property to which the convict was at the time of his conviction entitled shall vest in the administrator for all the estate and interest of the convict therein; and, by section 12, the administrator has "absolute power to let, mortgage, sell, convey, and transfer any part of such property." In the hands of the tenant in tail his estate tail is as good as the fee, for he can at any moment turn it into an estate in fee, and *prima facie* it might be supposed that the administrator would have similar power. But really the only interest which the tenant in tail can pass to a purchaser in virtue of his estate, considered as property, is a base fee liable to be determined after his death by the entry of the issue in tail, and since this is all that vests in the administrator under section 10 of the Act of 1870, it is all that he can dispose of under section 12. The power to enlarge the estate tail into an estate in fee is a statutory power arising under section 15 of the Fines and Recoveries Act, 1833, which does not pass to the administrator. This, which was the decision of KEKEWICH, J., in *Re Gaskell and Walters' Contract*, corresponds to the view of the Act taken in *Re Starkie* (3 My. & K. 247) and *Sturgis v. Morris* (2 De G. F. & J. 223); and it is confirmed by the circumstance that section 56 of the Bankruptcy Act, 1883, by sub-section 1, enables the trustee in bankruptcy to sell the property of the bankrupt, and, by sub-section 5, authorizes him to "deal with any property to which the bankrupt is beneficially entitled as tenant in tail in the same manner as the bankrupt might have dealt with it." If the general power to sell the bankrupt's property included power to dispose of his estates in tail as though they were estates in fee, the express provision of sub-section 5 would have been unnecessary. As TURNER, L.J., pointed out in *Sturgis v. Morris*, express provision is required to enable a statutory assignee of a man's property to deal with his estates tail. "The very nature of the estates," he observed, "would seem to be sufficient to exempt them from the operation of such laws unless expressly subjected to them." In *Re Gaskell and Walters' Contract*, accordingly, it was held that the administrator of a person convicted of felony could not dispose of the fee of an estate of which the convict was tenant in tail.

Conflict of Laws.

A CURIOUS question as to private international law has arisen in the French courts. In June, 1863, a well-known advocate at Marseilles married a cousin, and there were two children of the marriage. The marriage was an unhappy one, and the Court of Aix in 1867 pronounced a decree of judicial separation. The husband made the acquaintance of a young lady whom he was anxious to marry, and took the opinion of several members of the bar at Paris upon the question whether, after having been naturalized in Germany, where the judicial separation had the same effect as a divorce, he could contract a marriage which would be valid in France, although a divorce could not then be obtained in the French courts. The opinion was to the effect that such a marriage would be lawful, though it was difficult to speak positively in the absence of precedent. The husband then became naturalized as a subject of Germany, and contracted his second marriage in that country in 1873. He returned to France, where a daughter was born of the second marriage. When this daughter had arrived at the age of nineteen, her father came to the conclusion, having regard to the fact that divorce had been introduced into France since 1884, that it would be prudent for him to convert the judgment for a judicial separation into one for a divorce, and again to go through the form of marriage with his second wife. A decree for divorce was accordingly obtained in 1892 in the local French court, and in 1896 he went through the form of marriage with his second wife at Lille. Some years later he died, leaving two sons by the first marriage (who renounced all rights to his estate) and the daughter by the second marriage. The daughter, thinking that this second marriage which her father had contracted in France might raise doubts as to her legitimacy and lead to claims upon his estate, appealed to the First Chamber of the Tribunal of the

Seine for a declaration that this second marriage was invalid. The counsel on her behalf argued that, inasmuch as the German marriage was a valid one, the subsequent marriage in France was wholly void. The argument on behalf of the State was that the naturalization of the father had no effect on the domicile of his first wife, and that the first marriage, according to French law, remained undissolved. The point was considered as one of difficulty, and the court reserved its judgment, which will be read with some interest.

Fraudulent Claims under Life Policies.

AN INSURANCE office, as is well known, enters into a contract of life assurance in the faith that all circumstances material to be known in order to a proper estimate of the risk have been disclosed. The company is, therefore, apart from the medical examination, dependent on the information furnished by the person seeking to effect the assurance. Sir JOHN HOLLAMS in his "Jottings of an Old Solicitor," after observing that fraudulent claims under life policies are by no means uncommon, tells us that many years ago he obtained possession of a letter, written to an agent in the country of a well-known insurance company, which was to the following effect: "I see you have been appointed agent to a London insurance company. Poor — is in a very bad way and cannot last long. I do not know what is to become of his wife and children. Now, you and I might do an act of great kindness by obtaining a policy on his life. I will pay half the premium if you will pay the other half." Sir JOHN HOLLAMS observes that this benevolent person does not appear to have realized that he was proposing a fraud on the insurance company. This was probably the fact; the case reminds us of the hero in a French novel who resolves to restore the fortunes of his family by insuring his life to a large amount and immediately afterwards contriving, when upon a mountain excursion, to slip down a precipice. A lawyer will often find in his experience that those who are wholly unfamiliar with the law are eager to insist upon the letter of their contracts and unwilling to admit that they are under any liability which has not been made the subject of express stipulation.

The Public Rights of Way Bill.

THE BILL to amend the Law Relating to Public Rights of Way, brought in by Mr. PAULTON, and supported by Lord ROBERT CRICK and others, consists of four clauses. By clause 2, where any way upon or over any land or water has been actually enjoyed by the public without interruption for the full period of thirty years, such way shall be deemed conclusively to be a public highway unless it shall appear that the same was enjoyed by some consent or agreement expressly given or made for that purpose in writing. This provision, which corresponds with the existing Scottish law, enables a public right of way to be established by thirty years' possession by members of the public, instead of forty years, the period now fixed by the Prescription Act. By clause 3, such period of thirty years is to be the period immediately preceding the institution of the suit asserting the claim to such way, or immediately preceding such other time as the court may think just, having regard to the circumstances of the case, and the user by the public is to be deemed to be continuous unless it has been lawfully interrupted for such time as the court may deem sufficient to create a reasonable inference that the public acquiesced in such interruption. This clause amends the Prescription Act so far as it enacts that the period of enjoyment shall be deemed to be that next before action, and that nothing is to be deemed to be an interruption unless acquiesced in for one year. With regard to the discretion which it is proposed shall be vested in the court, we do not know whether by the term "court" is meant the judge presiding at the trial or hearing. If this the proper construction, we are disposed to think that there will be much uncertainty in the manner in which this discretion will be exercised by different judges.

It is announced that the following courts will sit until Saturday, the 16th of June, for the trial of the following classes of actions: Two courts for Middlesex special juries (one only on Tuesday); one court for Middlesex common juries; one court for commercial actions and/or non-juries.

The Disqualification of Electors by the Receipt of Relief and Alms.

AMONG the many projects of legislation awaiting the consideration of Parliament during the present Session there are two which deal with the same subject; one is entitled the Parliamentary Elections (Disqualification Removal) Bill, the other the Voting Disqualification (Poor Law) Removal Bill. The object of the first is to remove the disqualification of electors who in time of local distress accept work in the labour yard of a union, the cost of which is defrayed out of the poor rate: the object of the second is to prevent the disfranchisement of persons receiving poor law relief in any form. There is at any rate this justification for a Bill dealing with this subject, that this branch of election law is in a somewhat anomalous state.

Extreme poverty has from the earliest times been regarded as a proper ground for the disqualification of electors, and the receipt of parochial relief or alms has been considered to be evidence of such a condition: WHITELOCKE, for instance, in his Notes on the King's Writ, published in 1766, has the following passage: "And at this time, in antient cityties and boroughs, for the most part the elections remain popular and free by all the inhabitants, except alms men and such like." Prior to the Reform Act, 1832, questions relating to the disqualification of electors on this ground were determined by Committees of Parliament. Afterwards, by section 36 of the Reform Act, 1832, which gave statutory confirmation to what was at that time considered to be the common law, it was enacted that no person should be entitled to be registered as a voter who should, within the twelve months previous to the last (now the 15th) day of July in the year in which such person would otherwise have been registered, have received parochial relief or other alms which by the law of Parliament then disqualified an elector from voting in the election of members to serve in Parliament. Subject to the limitations subsequently mentioned, this disqualification attaches at the present time to all Parliamentary electors.

The disqualification of electors by the receipt of parochial relief has, however, been limited by various statutory enactments. There are some Acts of Parliament which contain provisions that the acceptance of benefits conferred by them shall not disqualify the recipient from voting; such Acts, for example, as the Vaccination Act, 1867. There are others which have been passed expressly for the purpose of preventing the disqualification of an elector by reason of his having accepted relief in some form for himself or for his family; such, for example, as the Medical Relief Disqualification Removal Act, 1885, and the Electoral Disabilities (Military Service) Act, 1900. The Act, however, which goes the greatest length in limiting this disqualification is the Unemployed Workmen Act which was passed last year. The effect of these relieving Acts and provisions is no doubt to mitigate the severity which might result from a universal application of the rule that the receipt of parochial relief under any circumstances during the qualifying period disqualifies the recipient from voting; but another effect, which is not so satisfactory, is that the principle upon which the disqualification is founded becomes gradually obliterated, so that there ceases to be any reason why the receipt of parochial relief, under certain circumstances, should disqualify, while under certain other circumstances, which are apparently similar in principle, it does not do so.

A typical example of the circumstances under which a voter loses his vote by the receipt of parochial relief is afforded by the case of *Magarrill v. Overseers of Whitehaven* (16 Q. B. D. 242). In that case an elector, at a time of great distress in the district, was given employment, which was continued for six weeks, in the labour yard of a union; he was paid out of parochial funds, the amount paid to him being greater than the value of the work done by him to the guardians. His name was expunged from the register of voters on the ground that he had received parochial relief. It is instructive to compare with this case the case of an unemployed person under the Unemployed Workmen Act, the latest of the exceptions introduced by the Legislature to the rule which disqualifies electors who receive parochial relief. Under that Act the power of providing, or contributing towards providing, temporary work to enable the applicant for

it to obtain regular work or other means of supporting himself is conferred upon a body constituted under the Act and called the central body; the funds available for the purposes of the Act are made up partly of voluntary contributions and partly of contributions made on the demand of the central body, in the case of London, by the council of a metropolitan borough; a separate account has to be kept of the sums supplied by contributions made by the council of the metropolitan boroughs, and only such expenses as the establishment charges of the central body and the expenses incurred by it in aiding the emigration or removal to another area of an unemployed person, and in relation to the acquisition of land for the purposes of the Act can be paid out of that account; the central body has no power to make good out of the rate contribution account of their funds any loss which may be incurred on the actual work provided for an unemployed person under the provisions of the Act. It will be seen that an "unemployed person" who is provided by the central body, whose establishment charges and other expenses are payable out of the rates, with temporary work performed on land, for the expense of the acquisition of which the rates can be made liable, does not thereby become disentitled to vote, whereas an elector who in a time of great distress in the district does six weeks' work in the labour yard of a union at a loss to the guardians becomes thereby disfranchised.

There is, of course, this distinction between the two cases—in the case arising under the Unemployed Workmen Act the actual loss upon the work performed by the unemployed person cannot be made payable out of the rates, whereas in such cases as the one cited above it is so payable. The distinction, however, becomes a fine one when it is remembered that the expenses of the organization by which the unemployed person is arrived at, and the cost of the land upon which he performs his work, can be made payable out of the rates; the rates can, in fact, be made liable for everything connected with the work done except the actual loss upon it. It is not easy to contend that an unemployed person who has been provided with work under the provisions of the Unemployed Workmen Act has not in principle received "parochial relief" just as truly as a man relieved under circumstances similar to those present in the case cited above.

The Parliamentary Elections (Disqualification Removal) Bill, now before the House of Commons, sets out in the preamble that "many deserving workmen are in times of distress thrown out of employment, and as a consequence are compelled, in order to provide for themselves and their families, to accept relief from the guardians of the poor in consideration of performing work in the labour yard of a union," and proposes that no person who has, either himself or by any member of his family, performed work in the labour yard of any union and has received relief from the guardians or at the expense of the poor rate shall, by reason thereof, be deprived of his right to be registered as a voter. The Bill, therefore, meets such a case as the one cited above, and at the same time only seeks to prevent the disfranchisement of those persons who have received parochial relief in return for labour done. The Voting Disqualification (Poor Law) Removal Bill goes much further; it proposes to repeal section 36 of the Reform Act, 1832, with the result that the receipt in any form of parochial relief or alms, which by the law of Parliament at the time of the passing of the Reform Act disqualified an elector from voting in the election of members to serve in Parliament, would, if the Bill became law, no longer disqualify a Parliamentary elector from being registered.

B. K. R. W.

Mr. Ellis William Davies, who has been returned unopposed as Liberal member for the Eifion Division of Carnarvonshire, is a solicitor at Carnarvon. He was admitted in 1899.

Private members' Bills which have not already reached an advanced stage have now, says the Parliamentary correspondent of the *Times*, little prospect of passing, unless taken up by the Government and "starred" as items in their legislative programme: for Fridays, 22nd and 29th of June, are the only sittings now "ear-marked" for private members, and, according to the terms of the standing order, Bills put down for those days are arranged on the agenda so as to give priority to the measures most advanced. Thus, the first order on the 22nd inst. is the consideration of Mr. Agar-Robartes's Land Tenure Bill, as amended by the Standing Committee to which it was referred to after the second reading.

A Miscarriage of Justice.

THE recent case of *Rex v. Murray, &c.*, heard before the Court for the Consideration of Crown Cases Reserved, is an example of a miscarriage of justice, discreditable to our criminal law, and of a kind which fortunately we do not often meet with at the present day.

The indictment against the prisoners charged them with breaking into a dwelling-house and stealing therein certain jewellery the property of a man named, the owner and occupier of the house. It came out in evidence, however, that the jewellery was really the property of the man's wife; and the acting recorder refused to allow the indictment to be amended by substituting therein the name of the wife for that of the husband. The reason given for this refusal was that the variance in the ownership of so material a character would unfairly prejudice the prisoners, and that it was doubtful whether there was power to make it.

It is really hard to imagine any objection which goes less to the real merits of the issue. What difference on earth could it make whether the jewellery was the property of the man or his wife? That question was one which concerned them and them alone. It could in no wise affect the real guilt or innocence of the prisoners. Of course, if the man and his wife had been living apart, and there was any evidence that the prisoners had been acting in the wife's interest to get hold of her jewellery, there might have been something in the objection; but there was nothing in the least of the kind, for the man and his wife were living together in the house when the larceny was committed.

The Act giving power to amend is 14 & 15 Vict. c. 100, to which there is instructive preamble. It recites that offenders frequently escape conviction by reason of technical strictness which may safely be relaxed in many instances so as to insure the punishment of the guilty without depriving the accused of any just means of defence; and that a failure of justice often takes place by reason of variances between the statement in the indictment and the proof of names, dates, matters and circumstances not material to the merits of the case, and by the misstatement whereof the accused cannot have been prejudiced in his defence. This preamble might, it would seem, have been drawn in view of the case in question. The Act goes on to give powers of amendment in certain cases—amongst other variances, in the name or description of any person stated in the indictment to be the owner of any property, or alleged to be injured or damaged by the commission of the offence, where the court considers the variance not material to the merits of the case. It is hard, therefore, to see how the deputy recorder could have arrived at his opinion, or to imagine any case more suitable for the exercise of the powers given by the Act.

A case was stated, and the court was asked to say whether the property was rightly laid in the husband. The court held that it was not rightly so laid, and that, therefore, the conviction should be quashed, but they expressed a very strong opinion that the indictment should have been amended. Hence there has been a distinct miscarriage of justice. Unfortunately no counsel appeared to argue the case on either side. It is quite possible that if the question had been thoroughly threshed out the conviction would have been allowed to stand. Before the Married Women's Property Acts the indictment would have been bad if the wife's name had been inserted as the owner, as in law the goods would have been the property of the husband. Those Acts have made a difference in the absolute ownership; but for the purposes of an indictment it is submitted there was sufficient ownership in the husband to support the indictment. The goods were in his house, under his charge, and, in a sense, in his possession. It is well-established that if the property is stolen from a bailee it may be described in an indictment as the property either of the bailor or the bailee. It seems to require very little extension of this principle to make it apply to the goods of a wife in her husband's house. If in this case the husband had not admitted that the jewellery was his wife's property, while she claimed it, it is doubtful what would have happened. We might have had the unduly-

ing spectacle of the trial being used to decide the question of the disputed ownership, and the jury being charged to consider such question, while the prisoners' fate was made to depend on a matter entirely outside the merits as regarded them.

Reviews.

Master and Servant.

A TREATISE ON THE LAW OF MASTER AND SERVANT: INCLUDING THEREIN MASTERS AND WORKMEN IN EVERY DESCRIPTION OF TRADE AND OCCUPATION. WITH AN APPENDIX OF STATUTES. By CHARLES MANLEY SMITH, Barrister-at-Law, formerly one of the Masters of the Supreme Court. SIXTH EDITION. By ERNEST MANLEY SMITH, Barrister-at-Law. WITH NOTES ON THE CANADIAN LAW. By A. C. FORSTER BOULTON, Barrister-at-Law. Sweet & Maxwell (Limited).

The first edition of this work appeared in the year 1852, and the learned author is still amongst us, though he has now entrusted the editing of his book to the capable hands of his son. The book has long been regarded by the profession as a standard work on a subject which concerns almost every person in the kingdom. It may be said to treat chiefly of the common law relationship of master and servant. It does not profess to examine in detail such special legislation as the Factory Acts, the Coal Mines Acts, the Workmen's Compensation Acts, &c. (information upon which must be sought in other works), but it does contain, in a very valuable appendix of over 300 pages, the text of these Acts and of all Acts affecting employers and employed. This edition presents to its readers a new feature in the addition of copious notes on the law as administered in Canada. These notes not only render the book more valuable to the Canadian lawyer, but supply illustrations and decisions which, if not binding on the English courts, are often extremely useful to English lawyers and should have considerable weight with our judges. It is a most useful and well-written work, and includes all the most recent decisions coming within its scope.

Land Purchase in Ireland.

THE LAW RELATING TO LAND PURCHASE IN IRELAND: BEING THE IRISH LAND ACTS, 1903 AND 1904, TOGETHER WITH THE RULES AND FORMS RELATING TO LAND PURCHASE IN IRELAND. WITH AN INTRODUCTION, NOTES OF DECISIONS, AND APPENDICES OF TABLES, STATUTES, AND FORMS. Edited by R. A. WALKER, LL.D., Solicitor, assisted by E. C. FARRAN, LL.B., Barrister-at-Law. Hodges, Figgis, & Co. (Limited).

This book deals with the Irish Land Acts, 1903 and 1904, which relate solely to the purchase of land by tenants or by the Irish Land Commission with a view to a resale to tenants or persons whom it is desirable to treat as tenants. As these sales will generally be carried out by Irish solicitors or agents, the work will naturally be of less importance to the English than to the Irish practitioner. The basis of the work is a reprint of the Acts, with notes, and of the rules, which are well up to date, as the Lord Lieutenant's regulations of the 13th of February, 1906, are included. Useful extracts are given from various Acts which have a bearing on the subject-matter, such as the Ground Game Act, the Conveyancing Act, 1881, and the Settled Land Acts, and a list is given of a considerable number of the securities in which the purchase-money may be invested, and some extracts are given from the April, 1905, Report of the Estates Commissioners which materially assist to elucidate the procedure of the commissioners.

It is clear that the work has been a considerable time in preparation; the introduction states that it was written as long ago as December, 1904, and there are no less than ten pages of addenda, which, however, could with great advantage, and with very little additional trouble, have been incorporated in the text, as a reference to the addenda is in every case given in the text. This is not a plan which we should like to see imitated; the object of keeping a work in proof until completion is to enable additions or alterations to be worked into the text, and not merely to enable references to addenda to be inserted.

It is to be regretted that the introduction deals only with procedure in the case of sales direct to the tenant, omitting that relating to sales to the Land Commission, which it now appears are likely to be much more frequent than they were when the introduction was written.

As regards the notes to the Acts, which form the most valuable portion of the work, it may be said that, as a whole, they are superior to, and far more elaborate than, those usually added to statutes of a very recent date, and deal with most of the difficulties which will be met with in the course of a sale. All the important

questions arising under the Act, such as the person who can be dealt with as owner, the bonus, sporting rights, and redemption of superior interests are carefully considered, and it may be said generally that the notes throw a great deal of light on the necessarily intricate provisions of an Act which is intended to create peasant proprietorship throughout the whole of Ireland.

Overseers.

THE OVERSEERS' HANDBOOK: FOR THE USE OF OVERSEERS, ASSISTANT OVERSEERS, COLLECTORS OF POOR RATES, VESTRY CLERKS, AND OTHER PARISH OFFICERS. TOGETHER WITH A CALENDAR OF OVERSEERS' DUTIES. By WILLIAM W. MACKENZIE, M.A., and HENRY J. COMYNS, Barristers-at-Law. SIXTH EDITION. Shaw & Sons; Butterworth & Co.

Few public officials have more important duties cast upon them by law than overseers and their assistants; and their duties often present problems of exceptional complexity and difficulty. To all such officials who desire to perform their duties satisfactorily, and to acquire a proper knowledge of those duties, we recommend the study of this book. While not going into such subjects as the principles of rating with the minuteness required by the lawyer, the book is a wonderfully complete statement of the law so far as it concerns the individuals for whose benefit it exists. It is well written and thoroughly reliable, and the fact that it has now reached its sixth edition shews that it has already met with much appreciation.

Books of the Week.

The Law Relating to Public Health and Local Government. Thirteenth Edition. By ALEX. GLEN, K.C., M.A., LL.M. (Cantab.), A. F. JENKIN, and RANDOLPH A. GLEN, M.A., LL.B. (Cantab.), Barristers-at-Law. Two Vols. Part I.: Summary of Local Government Legislation. Part II.: The Public Health Act, 1875. Charles Knight & Co. (Limited).

Cases of Last Sitzings.

Court of Appeal.

ATTORNEY-GENERAL v. PONTYPRIDD URBAN DISTRICT COUNCIL. No. 2. 23rd May.

ELECTRIC LIGHTING—LAND ACQUIRED FOR PARTICULAR PURPOSE—PART NOT REQUIRED FOR THAT PURPOSE—APPLICATION TO ANOTHER PERMANENT PURPOSE—INJUNCTION—ELECTRIC LIGHTING ACT, 1882 (45 & 46 VICT. c. 56), s. 10—ELECTRIC LIGHTING (CLAUSES) ACT, 1899 (62 & 63 VICT. c. 19), SCHEDULE, CLAUSES 2, 8.

This was an appeal from a decision of Farwell, J. (reported 54 W. R. 61; 1905, 2 Ch. 441). The action was brought by the Attorney-General at the relation of the trustees of the Llanover estates in Wales, the relators being also co-plaintiffs, to restrain the defendant council from erecting a refuse destructor on a piece of land at Pontypridd purchased by the council from the trustees in the following circumstances: The council were the local authority for the urban district of Pontypridd, and in the year 1901 they obtained from the Board of Trade a provisional order under the provisions of the Electric Lighting Acts, 1882 and 1888, for supplying electric light to the urban district of Pontypridd. This order was confirmed by the Electric Lighting Orders Confirmation (No. 6) Act, 1901, and by the order the provisions contained in the schedule to the Electric Lighting (Clauses) Act, 1899, were incorporated with the order, and the council were constituted the "undertakers" for the purposes of the order within the meaning of the Act, and the order also defined the area of supply. In September, 1902, the council, under the powers conferred on them by the said order and to enable them to carry the same into effect purchased—not compulsorily, but by agreement—from the relators, at the price of £1,125, a piece of land at Pontypridd, containing about 1½ acre, and being part of the Llanover estates, for the purpose of erecting thereon an electric generating station, and the same was conveyed to the council in December, 1902. At the time the council purchased the land they intended, under the advice of their electrical engineer, to adopt a combined scheme for generating electrical energy by means of heat derived from a refuse destructor to be erected in connection with their generating station, but this intention was not communicated to the relators. In April, 1903, the council applied to the Local Government Board for permission to use a portion of the land purchased from the relators, for the purpose of erecting a refuse destructor, but were informed that the board were not empowered to sanction the use of the land for a purpose other than that for which it was acquired; the board, however, suggested that the difficulty might be overcome by a sale to and repurchase from the relators of the portion of the land on which it was proposed that the destructor should be erected. In August, 1903, the council, acting on the suggestion of the board, applied to the relators to accept a conveyance of the portion of the land on which it was proposed to erect the destructor and then reconvey the same to the council, but the relators declined to entertain the application. Thereupon the council, in December, 1903, in order to get

over the difficulty, and in good faith, in consideration of £250, conveyed the portion of land on which it was proposed to erect the destructor to a Mr. Davies, and took a reconveyance thereof from him in consideration of the like sum of £250. No money in fact passed on such conveyance and reconveyance, but the £250 was the full value of the portion of land in question, and in the accounts of the council this sum was credited to their electric lighting undertaking and debited to their account as the sanitary authority. In January, 1904, the council commenced to erect the refuse destructor on the portion of land reconveyed to them as aforesaid by Mr. Davies, and in April, 1904, this action was commenced to obtain an injunction as above stated. Farwell, J., decided that the destructor was no part of the electric generating station, and that it was *ultra vires* of the local authority to erect it on any portion of the land they had acquired under their special order, and he accordingly granted an injunction to restrain the defendant council from so doing. The council appealed.

THE COURT (COLLINS, M.R., and ROMER and COZENS-HARDY, L.JJ.) dismissed the appeal.

COLLINS, M.R.—This case raises two questions for decision. The first, which is one of fact, is under what powers did the defendant council acquire the piece of land in question? In other words, under what statutory powers were the defendant council acting when they acquired the site of this dust destructor? This question must be mainly determined from the council's correspondence with the Local Government Board and the other documents that have been put in evidence. Farwell, J., has found as a fact that this land was acquired under the powers conferred by the Electric Lighting Acts, and with this conclusion of fact I entirely agree. The second question is this: If this land was acquired under the Electric Lighting Acts, do those Acts give the defendant council the right to build and use the dust destructor when built on the land so acquired? If they do, it can only be by virtue of its being "necessary and incidental to the supply of electricity"; if it is not necessary or incidental to this object, then its construction is *ultra vires* the statutory powers. Farwell, J., has come to the conclusion that it is not necessary or incidental to the purposes of electric lighting, but that its construction was undertaken *alto intuits*—viz., for the purpose of getting rid of the dust and refuse which the council are obliged to remove, and not as a necessary adjunct to the main purpose of electric lighting, and consequently that it is *ultra vires* the powers of the council. Now I am clearly of opinion that from the very first the object of the council was to acquire this land for electric lighting purposes. Having thus acquired this land for electric lighting purposes, the defendant council derive their powers and authority under the Electric Lighting Acts; their only powers are statutory powers. The Electric Lighting Act, 1882, s. 10, provides that the "undertakers"—in this case the defendant council—"may, subject to and in accordance with the provisions of this Act, . . . and for the purpose of supplying electricity, acquire lands by agreement, construct such works, machinery, apparatus, materials, and other things, . . . and generally do all such acts and things as may be necessary and incidental to such supply." The Electric Lighting (Clauses) Act, 1889, by its schedule contains further provisions as to the acquiring of land for electric lighting purposes, so that in point of law the defendant council can only justify the purchase of this piece of land and the erection of this destructor upon it by shewing that they bought it for the purpose of electric lighting and for doing something that was necessary and incidental to such supply. Can this destructor be said to come within these words? In my opinion it would never have occurred to the defendant council to use dust and refuse as fuel unless they had been under a statutory obligation to remove and dispose of this dust and refuse. Looking at the question from an ordinary common-sense point of view, no one would think of dust as fuel or go to the expense of erecting works necessary to destroy dust simply to obtain a little more heat for the generation of electricity. There is no evidence to support any such contention. On this view of the case it is not necessary to consider the numerous authorities which have been cited and criticized in the course of the argument. In my opinion the decision of Farwell, J., was quite right both on the facts and the law, and the appeal consequently fails and must be dismissed.

ROMER and COZENS-HARDY, L.JJ., delivered judgments to the same effect.—COUNSEL, *Danckwerts, K.C.*, and *E. J. Parker; Upjohn, K.C.*, and *Hornell*. SOLICITORS, *Sharpe, Parker, Pritchards, Barkham, & Lawford*, for *J. C. Jones, Pontypridd; Freshfields*.

[Reported by J. I. STIRLING, Esq., Barrister-at-Law.]

High Court—Chancery Division.

PONSFORD, BAKER, & CO. AND ANOTHER v. THE UNION OF LONDON AND SMITHS BANK (LIM.). Buckley, J. 25th May.

BANKRUPTCY—STOCKBROKER—DEFAULT OF—RIGHT TO REDEEM SECURITIES DEPOSITED TO SECURE ADVANCES—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 49.

Motion. This was a motion by Messrs. Ponsford, Baker, & Co., and Dr. Richardson, the official assignee of the Stock Exchange, who were the plaintiffs in the action, claiming delivery of certain stocks and shares on payment of a sum sufficient to cover the amount owing to the bank on loan account, or in the alternative asking that such stocks and shares might be ordered to be sold forthwith. The plaintiffs, Messrs. Ponsford, Baker, & Co., were a firm of stockbrokers carrying on business in the City of London. On the 20th of April, 1906, there stood to the credit of their loan account with the Union of London and Smiths Bank (Limited) the sum of £10,500, which had been advanced by the bank on the security of certain stocks and shares. There was also a balance to the credit of their

current account of over £1,000. On the 27th of April, 1906, the plaintiffs were declared defaulters on the Stock Exchange, and it became the duty of Dr. Richardson, as official assignee, to collect the assets of the plaintiffs' firm. With reference to the loan account, certain securities had been delivered by the bank to various brokers against payment of £6,821 17s. 6d., thus reducing the amount due to the bank to £3,678 2s. 6d. On the 15th of May, 1906, the plaintiffs tendered to the bank the said sum of £3,678 2s. 6d., together with interest, in payment of the balance of the loan account, with a request to deliver over the securities still on hand. The bank, however, refused either to accept the tender or to hand over the securities, on the ground that, as the plaintiffs' firm had been declared defaulters, and its assets had all become vested in the official assignee, there was an act of bankruptcy of which they had notice, and that, having regard to section 49 of the Bankruptcy Act, 1883, they could not safely hand over the securities until three months had expired without bankruptcy proceedings being commenced against the firm. For the plaintiffs it was urged that even if this were an act of bankruptcy the bank could not refuse to hand over the property on being paid what was owing to them. Many of the stocks were of a highly speculative character, and delay in realization might be very prejudicial. The rule as to interim dealings with notice could not be of universal application; otherwise, a sheriff who had seized a debtor's goods in execution could not safely either receive money to pay out the execution or hand over to the debtor the balance of the proceeds of sale of the goods. This case was covered by authority: *Re Loughford & Lawrence, Ex parte The Trustees v. Ward* (46 SOLICITORS' JOURNAL 588, 50 W. R. 592; 1902, 2 K.B. 445). The defendants stated that they only wished to be protected in the event of bankruptcy proceedings being taken. The bank desired to have it made clear that in parting with the property to the plaintiffs they should not be held liable hereafter; section 49 only protected a dealing when it was with a person who had no notice of the act of bankruptcy.

BUCKLEY, J., said the decision of Wright, J., in *Re Loughford & Lawrence* was directly in point, and he should follow it even if he were of a different opinion, which was not the case. There must be an order that on payment to the defendants of the amount to be agreed due on the security, after giving credit for the amount due on the current account, the defendants should transfer and deliver to the plaintiffs the securities claimed. The motion would be treated as the trial of the action, and the defendants must pay the costs.—COUNSEL, *Buckmaster, K.C., and Cassel; R. J. Parker. SOLICITORS, Morley, Shireff, & Co.; Hollams, Sons, Coward, & Hawkley.*

[Reported by EDWARD J. M. CHAPLIN, Esq., Barrister-at-Law.]

Re EHRMANN BROTHERS (LIM.). ALBERT v. EHRMANN BROTHERS (LIM.). Joyce, J. 29th, 30th, and 31st May.

COMPANY—DEBENTURES—REGISTRATION—EXTENDING TIME—WINDING UP—PROTECTION OF CREDITORS—COMPANIES ACT, 1900 (63 & 64 VICT. C. 48), ss. 14, 15.

This was the hearing on further consideration of a debenture-holders' action. In 1900 the company created a series of debentures intended to rank *pari passu*. Some of this series was issued before the Companies Act, 1900, came into operation, and some after. Those issued after the Act were not registered in accordance with section 14 of the Act, which requires that all such debentures shall be registered within twenty-one days of their creation. In 1903 the company made an application under section 15 that the time for registration of these debentures might be extended, and by an order of the 24th of July, 1903, the time for registration of these debentures was extended until the 14th of August, 1903. This order contained the usual proviso that "this order is to be without prejudice to the rights of parties acquired prior to the time when such debentures shall be actually registered." These debentures were accordingly registered before the 14th of August, 1903. On the 18th of February, 1904, an order in the action was made directing inquiries as to the dates when these debentures were actually registered, and as to which of the unsecured creditors of the company at such dates of registration still remained unsatisfied. It was also ordered that Gonzalez, Byass, & Co. (Limited), unsecured creditors, should have liberty to attend on these inquiries. The case now came on for further consideration. For the plaintiffs it was contended that the proviso to the order of the 24th of July, 1903, only gave rights in the nature of specific charges, and not to unsecured creditors, who were not given priority to these debenture-holders: *Re Joplin Brewery Co. (Limited)* (46 SOLICITORS' JOURNAL 51; 1902, 1 Ch. 79), *Re T. C. Johnson & Co. (Limited)* (46 SOLICITORS' JOURNAL 498; 1902, 2 Ch. 101), *Re Spiral Globe (Limited)* (46 SOLICITORS' JOURNAL 445; 1902, 1 Ch. 396), and *Re S. Abrahams & Sons* (46 SOLICITORS' JOURNAL 281; 1902, 1 Ch. 695). For the unsecured creditors it was urged that the proviso clearly disentitled these debenture-holders to take priority over the unsecured creditors: *Re N. Defries & Co. (Limited)*, *Bowen v. N. Defries & Co. (Limited)* (48 SOLICITORS' JOURNAL 51; 1904, 1 Ch. 37), and *Re Anglo-Oriental Carpet Manufacturing Co.* (47 SOLICITORS' JOURNAL 721; 1903, 1 Ch. 914). Therefore the amount which these debenture-holders would have received if their debentures had been properly registered should be divided rateably between them and the unsecured creditors whose debts existed prior to the dates of registration.

JOYCE, J., in giving a considered judgment, said that this was a question of the meaning of the proviso in the order extending the time for registration. It was clear from *Re Anglo-Oriental Manufacturing Co.* that such a proviso debarred the debenture-holder from taking priority over persons who were unsecured creditors before the registration, and it was impossible to differ from the judgment of Buckley, J., in that case. The fact that a winding up had occurred before registration in that case made no difference. The creditors whose debts had been incurred before the date of registration take

pari passu with the debenture-holders registering under the order the share of the assets which such debenture-holders would have taken if their debentures had been duly registered in accordance with section 14 of the Companies Act, 1900, the costs to come out of the fund so divisible between these creditors and debenture-holders.—COUNSEL, *Hughes, K.C., Gore-Broune, K.C., and E. Ford; Badcock, K.C., and Ashton Cross; Younger, K.C., and Austen. SOLICITORS, Harris, Chetham, & Cohen; Tamplin, Taylor, & Joseph; Nordon, De Frees, & Drury.*

[Reported by P. JOHN BOLAND, Esq., Barrister-at-Law.]

SHEPHEARD v. BRAY. Warrington, J. 31st May.

COMPANY—FRAUDULENT PROSPECTUS—ACTION BY SHAREHOLDER—LIABILITY FOR CONTRIBUTION—DEATH OF DIRECTOR—ACTIO PERSONALIS—DIRECTORS' LIABILITY ACT, 1890 (53 & 54 VICT. C. 64), s. 3.

This was an action brought by certain directors of the London and Northern Bank (Limited) against their co-directors for a declaration that the defendants were liable to contribute to any sums which the plaintiffs, or some of them, had paid or were liable to pay, arising out of the action of *Broome v. Speak* (51 W. R. 258; 1903, 1 Ch. 586), and numerous other actions brought against the present plaintiffs or some of them, under the provisions of the Directors' Liability Act, 1890. The directors had issued a prospectus containing an untrue statement, and in December, 1901, the action of *Broome v. Speak* was commenced by a shareholder for compensation for loss sustained. The decision of Buckley, J., that the shareholder was entitled to succeed, was affirmed on appeal both by the Court of Appeal and by the House of Lords: *Shepherd v. Broome* (53 W. R. 111; 1904, A. C. 342). The present action was to recover contribution from the defendants. The defendant Bray had died since action brought, and it had been ordered that it should be continued against his executors; the defendants Simpson, Butler, and Wade were sued as the executors of Gaunt, and Oswald as the executrix of W. W. Oswald. The case was heard on the 14th, 15th, and 16th of May, and judgment was reserved.

WARRINGTON, J., said that the plaintiffs' claim was based on section 5 of the Directors' Liability Act, 1890. There was a serious question of law raised by the executors of Bray and Gaunt respectively, as to whether the cause of action against Bray and Gaunt ceased with their deaths. The section provides that a person who has become liable shall be entitled to recover contribution "as in cases of contract." The right arises, not from any notion of implied contract, but as an equitable right springing from the relations of the parties as persons liable for the same debt. The right, though existing from the commencement of those relations, cannot be asserted by action until one of the parties has met the common obligation: see *Wolmershausen v. Gullick* (1893, 2 Ch. 514) and the cases there cited; see also *Gerson v. Simpson* (51 W. R. 610; 1903, 2 K. B. 197). The right of contribution existed from the commencement of the relations giving rise to the common obligation—namely, at the time when the shareholder incurred loss by reason of the untrue statement in the prospectus. The plaintiffs were therefore entitled to recover contribution from the estates of Bray, Gaunt, and Oswald, and from the other defendants.—COUNSEL, *Asbury, K.C., and Felix Cassel; Danekwerts, K.C., and Kirby; Gore-Broune, K.C., and F. Russell; Gatey. SOLICITORS, Waterhouse & Co.; Helder, Roberts, & Co., for Simpson & Co., Leeds.*

[Reported by L. T. FORD, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

WESTMINSTER CORPORATION v. LONDON COUNTY COUNCIL.

Bray, J. 3rd and 25th May.

METROPOLIS—DISTRICT SEWER CONSTRUCTED BY VESTRY WITH THE CONSENT OF THE SEWER COMMISSIONERS DRAINING HOUSES DIRECTLY INTO THE THAMES—NOTICE BY RIVER CONSERVATORS TO DISCONTINUE—HOUSES CONNECTED UP WITH MAIN DRAINAGE SYSTEM—LIABILITY—METROPOLITAN MANAGEMENT ACT, 1855, s. 135—AMENDING ACT, 1858, s. 1.

Special case stated in an action brought for a declaration that the defendants were liable to commence and complete the necessary sewers and works for preventing, as far as possible, the sewage of three houses, Nos. 102, 103, and 104, Grosvenor-road, and of All Saints' Church, from passing into the Thames within the metropolis, and also to recover £627 4s. as money paid by the plaintiffs for and at the request of the defendants. The plaintiffs alleged that the defendants were liable by section 135 of the Metropolitan Management Act, 1855, or by section 1 of the amending Act of 1858. Previous to the passing of the Act of 1855 two bodies, the Commissioners of Sewers of the City of London and the Metropolitan Commissioners of Sewers, had constructed certain main sewers, the sewage from many of which passed directly into the Thames. The Metropolitan Board of Works was created by section 135 of the Act of 1855, and by the same section the main sewers before mentioned were vested in them. The section then went on to enact that "The board shall make such sewers and works as they may think necessary for preventing all or any part of the sewage within the metropolis from flowing or passing into the River Thames in or near the metropolis." At the time of the passing of the Act the sewage from these houses was carried directly into the Thames by a drain made by the consent of the commissioners of sewers, and the contention of the Westminster City Council was that the Metropolitan Board of Works should have constructed a main or intercepting sewer to take this sewage, and as they did not do so, but carried their intercepting sewer along Lupus street instead of along Grosvenor-road, the county council as their successors were liable to construct such a sewer as would prevent this sewage flowing into the Thames within the metropolitan area. The Conservators of the Thames

having given notice requiring the Westminster City Council within three months to discontinue the passage of sewage into the Thames, they, with the consent of the defendants, forthwith constructed the necessary sewer to comply with this notice, the question of cost and liability remaining over pending the trial of this action. The defendants denied liability to provide this means of carrying the drainage of these premises into one of the City of Westminster sewers communicating with the metropolitan main drainage system or otherwise into that system, and alternatively they pleaded that under the sections referred to they had a discretion given them. *Our adv. cult.*

BRAY, J., held that, as it was for the vestries and district boards under section 69 to make the necessary sewers for effectually draining their parishes and districts, the Metropolitan Board of Works was not bound to lay a main sewer so as to intercept the drain of every house that drained into the Thames. The effect of holding otherwise would be to oblige the board to construct many sewers which would be properly district sewers, and not main sewers, and sufficient in number and extent to take the sewage of every house that at the time drained into the Thames. He was satisfied that was not the intention of the Legislature, and the words of the section did not compel him to adopt such a construction. It followed, therefore, that the defendants as the successors of the Metropolitan Board of Works were not liable, and judgment would accordingly be entered for them in the action with costs.—COUNSEL, *Macmorran, K.C., and Colan; English Harrison, K.C., and Dalry.* SOLICITORS, *Allen & Son; W. A. Blazland.*

[Reported by ERSKINE REID, Esq., Barrister-at-Law.]

THE KING v. MURRAY AND OTHERS. C.C.R. 26th May.

CRIMINAL LAW—INDICTMENT—FELONIOUSLY BREAKING AND ENTERING DWELLING-HOUSE AND STEALING THEREFROM JEWELLERY, THE PROPERTY OF THE PROSECUTOR—EVIDENCE AT TRIAL THAT JEWELLERY WAS THE SEPARATE PROPERTY OF PROSECUTOR'S WIFE—LEAVE TO AMEND THIS COUNT REFUSED—QUESTION WHETHER THE PROPERTY WAS RIGHTLY LAID BY THE INDICTMENT IN THE HUSBAND—JURISDICTION OF JUDGE TO AMEND—CRIMINAL PROCEDURE ACT, 1881, s. 1.

Case stated by the Deputy Recorder of Carlisle on the trial of Joseph Murray and four other prisoners for felony, to which they pleaded "Not guilty." The indictment contained two counts. The first count charged the prisoners with feloniously breaking and entering the dwelling-house of one Isaac Huntington and therein feloniously stealing two rings and one gold necklet, together of the value of £4, of the goods and chattels of the said Isaac Huntington. The second count charged the prisoners with feloniously receiving the same. The evidence at the trial shewed that the dwelling-house belonged to the husband, but that the stolen jewellery belonged to his wife, and was her separate property, she having been married after the passing of the Married Women's Property Act, 1882. On this evidence the deputy recorder invited counsel for the Crown to explain how the charge could be sustained, as it seemed to him that according to *Ramsay v. Margrett* (1894, 2 Q. B. 18) the property of the wife attached the possession so as to preclude any right which would justify the property being laid in the husband. In reply it was argued that the above authority was an authority only in civil not to criminal proceedings, and that for the purposes of the latter the husband from whose house the goods were taken had *ipso facto* such possession or custody thereof as made the goods his goods as against a thief or felonious receiver. The deputy recorder thereupon allowed the trial to proceed. At the close of the evidence counsel for the Crown for the first time applied for leave to amend the indictment under 14 & 15 Vict. c. 100, s. 1, by substituting the wife in place of the husband as owner of the goods. The deputy recorder refused, on the ground that even if he had jurisdiction to allow this amendment it would prejudice the prisoners, who were not defended by counsel, in their defence. The deputy recorder in summing up explained to the jury that there was little, if any, evidence against the prisoners on the first count, but they returned a general verdict of guilty against the prisoners. The prisoners were then sentenced to various terms of imprisonment varying from three to twelve months, and this case stated for the opinion of the court on the question whether the property was rightly laid by the indictment in the husband. No counsel were briefed on either side to argue the question of law reserved by the deputy recorder. Master Mellor having read the case,

LORD ALVERSTONE, C.J., said that there being in this case no evidence that there was any right of property in the jewellery in the prosecutor, and the Married Women's Property Act, 1882, placing the wife in respect of her separate property in the position of a stranger in her husband's house, the question they had to decide was whether the mere fact that the property at the time it was stolen was on the premises of the prosecutor—in the absence of any evidence of bailment or the like—gave him such a title in the custody or possession of the goods as enabled him to prosecute. He came to the conclusion that it did not. He thought that it was not sufficient to support an indictment merely to shew that the goods of a third person were in the house of the prosecutor and for this reason he regretfully came to the conclusion that the conviction must be quashed. He desired to add that in his opinion the deputy judge clearly had power to amend under section 1 of 14 & 15 Vict. c. 100 and that he ought to have amended the indictment in this particular.

BRAY and JELF, JJ., in concurring, both intimated that they desired to guard themselves from appearing to decide by so doing that in no case the fact that the goods were found in the house of the prosecutor might not be sufficient evidence of his possession or custody in them to justify his laying an indictment. In the present case it was also to be noted that the goods of the wife which were stolen were not of such a character that the husband could have claimed a *quasi*-title to them on the ground that he

had a share in the use and enjoyment of them while he lived with his wife. They desired to leave the question entirely open.

KENNEDY, RIDLEY, and A. T. LAWRENCE, JJ., concurred. The conviction was accordingly quashed.—[No counsel or solicitors appeared.] [Reported by ERSKINE REID, Esq., Barrister-at-Law.]

COOPER v. WILLIS. Div. Court. 25th May.

GAMING ACTS—COUNTY COURT—STATUTORY DEFENCE—COUNTY COURT RULES, ORD. 10, RR. 10, 18, AND 35 (1).

This was an appeal from the Exeter County Court, and raised a question under the Gaming Acts. The facts of the case are as follows: The defendant gave a cheque to the plaintiff in payment of bets, and the action was brought on that cheque. On the 3rd of November, 1904, the defendant filed an affidavit stating his intention to set up the provisions of the Gaming Act as a defence, and obtained leave to defend, the trial being fixed for the 9th of November. In addition to this he gave notice of a statutory defence under ord. 10, rr. 16 and 18. On the 7th of November a settlement was arrived at, the defendant giving plaintiff a bill of £25, payable on the 4th of January, 1906, and a further bill of £100, payable six months after date, the action to be adjourned, and the defendant to withdraw his plea of the Gaming Act, and also undertake not to set it up in respect of either of the two bills above referred to. The action came on on the 9th of November, and was then adjourned to the 11th of January, 1906. Before that date, finding himself unable to meet the bill, the defendant gave notice to the court withdrawing the notice of the 7th of January. At the hearing on the 7th of January the agreement of the 7th of November was put in, and the judge thereupon gave judgment for the plaintiff. On behalf of the appellant it was contended that the agreement was invalid as being an agreement to prevent the operation of an Act of Parliament. On behalf of the respondent it was contended that the agreement was valid as being given to avoid being "shewn up in court." It was further contended that the statutory defence was not filed within the ten days required by the rules. Counsel cited *Chapman v. Franklin* (21 Times L. R. 315) and *Butt v. Yelverton* (9 Eq. 471).

THE COURT (RIDLEY and DARLING, JJ.) allowed the appeal. RIDLEY, J.—This action was brought upon a cheque given by the defendant in payment of bets. By ord. 10, rr. 16 and 18, motion of a statutory defence must be given, and by another rule the amount claimed, being some £80, and within the recently extended jurisdiction of the county court, the notice must be given ten days before the hearing. The defendant had given the proper notice, but not within time, and I think when the agreement of the 7th of November was made, the defendants' withdrawal of his notice withdrawing the statutory defence was before the court on the 11th of January. As to the agreement I am of opinion it was a bad one, for in effect it was an agreement to avoid the operation of an Act of Parliament.—COUNSEL, *Cababi; Gregory.* SOLICITORS, *Baker, Baker, & Co., for Crompton, Plymouth; Low, Worsam, & Co., for Bond & Pearce, Plymouth.*

[Reported by ALAN HOOD, Esq., Barrister-at-Law.]

HARRISON v. OWNER OF NEW STREET MEWS. Div. Court. 27th April.

LOCAL GOVERNMENT—PAVING OF PASSAGE—LIABILITY OF ADJOINING OWNER—METROPOLIS MANAGEMENT ACT, 1855 (18 & 19 VICT. c. 120).

This was a case stated, and raised an important point under the Metropolis Management Act, 1855. The facts of the case are as follows: The respondent was summoned by the appellant, the borough engineer of the council of the borough of Southwark, for having failed to sufficiently pave and cover the surface of the passage or public place known as the New-street-mews, New-street, Kennington. The respondent was the freeholder of the court, which was not a thoroughfare, and was also the owner of certain of the adjoining houses and premises. In the year 1892 the existing macadam paving was made at a cost of £241 16s. by the respondent's predecessors in title to the satisfaction of the vestry of Southwark, whose rights, duties, &c., are now vested in the borough of Southwark. On the 1st of June, 1905, the appellant served on the respondent a notice requiring him to pave New-street-mews to the satisfaction of the council with compressed asphalt or concrete. New-street-mews was at the date of the notice out of repair, but some absolutely necessary repairs had been since effected, and the real question, as admitted by the surveyor to the council before the magistrate, was whether the respondent could be called upon to pave with asphalt the mews hitherto paved with macadam. The magistrate dismissed the summons on the ground that the summons was one for not paving and not for non-repair, and therefore no offence against section 100 of the Metropolis Management Act, 1855, had been committed. Section 99 of the Metropolis Management Act provides that wherever the freehold of any court, passage, or public place, not being a thoroughfare, is vested in the owner of any adjoining house, the paving of such court, passage, or public place shall be done by such owner if deemed expedient or necessary by the vestry or district board. And section 100 of the same Act provides that the owner of any such court shall, if required by the vestry . . . in which the same is situate . . . sufficiently pave . . . or repair the same . . . and keep such pavement . . . in good repair to the satisfaction of such vestry . . . and if any such owner . . . do not sufficiently pave the same . . . to the satisfaction of such vestry . . . he shall forfeit and pay any sum not exceeding £5. On behalf of the appellant it was contended that as the paving had to be kept in good repair to the satisfaction of the council, the council could prescribe the nature of the materials to be used in the carrying out of such repairs. On behalf of the

respondent it was contended that he could only be called upon to repair, and not to re-pave with fresh materials.

THE COURT (Lord ALVERSTONE, C.J., and RIDLEY and DARLING, J.J.) dismissed the appeal, being of opinion that under the section the respondent could not be called upon to do more than repair the existing pavement.—COUNSEL, *Glen*; *Banks*. SOLICITORS, *G. C. Topham*; *Meynell & Pemberton*.

[Reported by ALAN HOGG, Esq., Barrister-at-Law.]

High Court—Probate, &c., Division.

DODD v. DODD. Barnes, P. 27th April.

WIFE'S PETITION FOR DIVORCE—ADULTERY AND DESERTION—SUMMARY JURISDICTION (MARRIED WOMEN) ACT, 1895.

This was a petition of Fanny Pineapple Dodd for the dissolution of her marriage with James Arthur Dodd on the ground of her husband's adultery and desertion without reasonable cause for two years and upwards. No question arose as to the adultery of the respondent, which the court held to be proved, but the case with regard to the desertion gave rise to a difficult question of law. The facts of the case were briefly that the parties were married on the 26th of March, 1891, and resided at Manchester, and a child was born in 1892. In 1896 the respondent gave way to drink, lost his business, and, although living with the petitioner, neglected to provide for her and the child, and was in fact being kept by the petitioner. On the 26th of August, 1896, the petitioner left the respondent and went to reside with her mother. In September she applied to the magistrate and obtained an order that she should be no longer bound to cohabit with her husband, that she should have the custody of the child, and that the respondent should pay her 10s. 6d. per week. The respondent paid nothing under the order, although three summonses were taken out to enforce payment. On the 5th of August, 1905, the petitioner having ascertained, as she alleged, that her husband had committed adultery, filed her petition for divorce on the above grounds. It appeared from the evidence that from and after the magistrate's order the petitioner had had no communication with the respondent, and that since the separation of the parties in 1896, when the order was made, more than two years had elapsed before the petition was filed. Under these circumstances the questions arose, whether the evidence shewed any desertion on the part of the respondent, and if it did what was the effect of the magistrate's order of September, 1896? The court directed the question to be argued by the Attorney-General.

BARNES, P., in delivering a considered judgment, came to the conclusion that upon the evidence the respondent had no intention of bringing the cohabitation to an end. He observed that the petitioner did not summon him for desertion, but for neglect to maintain, and, in fact, no doubt wanted to get rid of him, and he had come to the conclusion that the order for non-cohabitation had put an end to the desertion. The learned President, while remarking that it was the function of a judge *ius dicere non ius dare*, nevertheless thought it right to state that from a long experience in the courts he had formed the opinion that, having regard to the large number of persons living separately under orders made under this Summary Jurisdiction Act the working of the Act was open in this respect to question on the ground that the direct tendency of the non-cohabitation clause appeared to be to encourage immorality and produce deplorable results. There were many anomalies in the law of divorce, and it seemed to him that, assuming that divorce should be allowed at all, no reform would be effective and adequate which did not abolish permanent separation as distinguished from divorce; that the sexes should be placed on an equality as regards offence and relief, and decrees granted for such grave causes of offence as render future cohabitation impracticable. He thought that such reform would largely tend to greater propriety and enhance that respect for the sanctity of the marriage tie which was so essential to the best interests of society and the State.—COUNSEL, *Willis*; *Lawson Wallen*, A.G., and *Leventhal*. SOLICITORS, *Crowders & Co.*

[Reported by GWYNNE HALL, Esq., Barrister-at-Law.]

Solicitors' Cases.

Re ENGLISH AND COLONIAL PRODUCE CO. (LIM.). *Ex parte* DYSON, SMITH, & MARCHANT. Buckley, J. 30th May.

SOLICITOR—COMPANY—COSTS OF FORMATION—FEES FOR REGISTRATION—LIABILITY OF COMPANY—COMPANIES ACT, 1862 (25 & 26 VICT. c. 89), s. 17.

This was a summons to review the taxation of a bill of costs of a solicitor with respect to certain charges for work done during the formation of the above company and for fees paid on registration. The company (which will be called the Produce Co.) was formed to take over the business of a previous company, the English and Colonial Forage Co. (Limited) (which will be called the Forage Co.), and the business of a firm of Porrett & Meyer. The Forage Co. went into liquidation before the formation of the Produce Co. The Produce Co. was incorporated on the 9th of November, 1901, under the Companies Act, 1862 to 1900, and was ordered to be wound up in July, 1902. Article 109 of the articles of association provided that the company should be managed by the directors, who might pay all such expenses of and preliminary and incidental to the formation, establishment, and registration of the company as they think fit. In accordance with the directions of Kekewich, J., in an action brought by the Produce Co. against a firm of Dyson, Smith, & Marchant, solicitors, who were in fact Mr. Marchant only carrying on business under

that name, the firm lodged certain bills of costs in the winding-up proceedings, one of which contained an item of £160 for preparing and having executed the memorandum and articles of association and doing other things necessary to enable the company to commence business, £16 10s. for counsel's fees for settling these documents, £2 2s. for drawing and approving form of certificate and instructing printer to print same, and £33 12s. 6d. for fees on registration of the company. The registrar had on taxation disallowed these items, amounting altogether to £216 14s. 6d., on the ground that the costs of registration appeared to have been authorized by certain persons who afterwards joined the board of directors, but that though the company had power to pay they took no steps to pass any resolution to that effect. The solicitor took out this summons against the liquidator of the Produce Co. to have this taxation reviewed.

BUCKLEY, J.—I have to review a taxation of a solicitor's bill of costs by the learned registrar in respect of certain items appearing on p. 1 of the bill of costs which have been disallowed, amounting altogether to £216 odd. The items of £160 and £16 10s. are, shortly stated, charges for work relating to the intention to form a new company, and to the preparation of the memorandum and articles of association, counsel's fees, &c. As appears by the bill, there were attendances upon Mr. Church and three other gentlemen as to forming a new company to take over two businesses, and instructions were given for the memorandum and articles of association for the incorporation of the new company. The persons giving these instructions were *primæ facie* Church and the other three persons mentioned. The company was to take over (1) the business of the English and Colonial Forage Co. (Limited), and (2) that of Messrs. Meyer & Porrett. The solicitors in their objections to the taxation stated that the English and Colonial Forage Co. prior to going into voluntary liquidation originally instructed the solicitors to do what was requisite and necessary to form the English and Colonial Produce Co. to acquire its assets, and that in pursuance of such instructions they did all things necessary before the resolution for voluntary liquidation of the Forage Co. was passed. The first entry in the minute book of the English and Colonial Produce Co. is the minutes of the so-called meeting on the 4th of November, 1901, of the four gentlemen mentioned in the bill, Messrs. Church, Sutton, Porrett, and Meyer, and another gentleman called Sternburg, and that at that meeting the memorandum and articles were read and signed, and that it was resolved "that the solicitor of the company be instructed to forthwith register the company." The Produce Co. was incorporated on the 9th of November, 1901, and its memorandum and articles were then filed with the Registrar of Joint Stock Companies. Therefore the liability for any work done by the solicitors had been already incurred before the incorporation of the Produce Co. Under these circumstances the question arises, who retained the solicitors? Did they act intending to look to the future company for payment, or to the persons whose names I have mentioned. The registrar rightly finds as a fact that the latter is the case. The Produce Co., after it was incorporated, took the benefit of the work which had been done by the solicitors. Is, then, the company liable upon equitable principles? The doctrine of law applicable is to be found in the judgment of Fry, L.J., in *Re Rotherham Alum and Chemical Co.* (32 W. R. 131, 25 Ch. D. 103), who says that it is not universally true that where a person takes property on which labour has been expended, and gets the benefit of that labour, he must pay for it, and that it is not true where the work was done for the vendor of the property. The statement of Fry, L.J., *mutatis mutandis*, applies to this case. I hold that the work was done on behalf of the persons interested in forming the company. The case is governed by *Re Rotherham Alum and Chemical Co.*, and the English and Colonial Produce Co. are not liable for the costs incurred in its formation. The fee, however, of £33 12s. 6d. paid upon registration stands upon a different footing in consequence of section 17 of the Companies Act, 1862. Under that section the company is liable to pay this fee. The solicitors have accordingly paid that which the company are liable to pay, and therefore I think the solicitors are entitled to charge the company in respect of this item. As regards the charge of £2 2s. for drawing and approving form of certificate the solicitors must shew that they are entitled to be repaid this sum, and they have not shewn this. The solicitors who prepared the articles have had article 109 introduced, but this article is not consistent with the charges made. The registrar's taxation is right with the exception of the sum of £33 12s. 6d., to which the solicitors are entitled. The applicants succeed in part and fail in parts. I make no order as to costs.—COUNSEL, *Gore-Broune*, K.C., and *R. J. Draks*; *A. W. Groser*. SOLICITORS, *Dyson, Smith, & Marchant*; *S. J. R. Stammers*.

[Reported by NEVILLE TEBBOTT, Esq., Barrister-at-Law.]

Bankruptcy Cases.

Re GARNER. *Ex parte* PEDLEY. Bigham, J. 29th May.

BANKRUPTCY—PRACTICE—TAXATION OF COSTS—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 73—BANKRUPTCY RULES, 1880-1890, R.R. 115, 124, FORM 141—SCALE OF COSTS, 1880-1890, GENERAL REGULATIONS, n. 2—SOLICITORS' REMUNERATION ORDER, 1882, SCHEDULE I.

Appeal against a taxation by the taxing-master of the High Court in bankruptcy. The estate of the bankrupt consisted largely of plots of land. There were separate first mortgages in most of the plots and a second mortgage upon the whole of them generally. The trustee had employed a solicitor to sell some of the plots, and the money derived from the sales had been used in extinguishing the first mortgages and in part payment of the second mortgage. It appeared probable that when all the plots were sold the second mortgage would be entirely cleared off and that there would

be a surplus for the bankrupt's estate. The solicitor brought in his bill for taxation before the registrar of the county court at Crews, who allowed the costs of the sale at £16 10s., being the proper percentage on the gross amount realized by the sale as allowed by the Solicitors' Remuneration Order, 1882. The Board of Trade had the taxation reviewed by the taxing-master of the High Court, who reduced the allowance to £19s. 11d. His ground for so reducing was that rule 2 of the general regulations as to costs in bankruptcy provides that where a solicitor is entitled to remuneration by a percentage "such percentage shall be payable only out of the proceeds of sale." In the present case the proceeds of sale had all gone to pay off mortgagees, so there being no "proceeds of sale" out of which the solicitor could be paid, the taxing-master thought the percentage should be reduced. The solicitor appealed.

RICHAM, J., held that it was no part of the taxing-master's duty to consider whether there was a fund out of which the solicitor could be paid. He should tax in accordance with the Solicitors' Remuneration Act, 1881, and for that purpose must have regard to Schedule I. of the Solicitors' Remuneration Order, 1882; but having so taxed, he should enter in his allocatur that the amount allowed is only to be paid in accordance with Regulation 2 of the General Regulations as to Costs in Bankruptcy, leaving the parties to ascertain whether there exist any "proceeds of sale" out of which the costs are payable. The form of allocatur should be as follows: "I hereby certify that I have taxed the bill of costs of Mr. C. D. and have allowed the same at the sum of pounds shillings and pence, and the amount is to be paid in accordance with Regulation 2 of the General Regulations as to costs in Bankruptcy." Appeal allowed, leave to appeal given.—COUNSEL, *T. R. Hughes, K.C.*, and *Redman*; *Hansell*. SOLICITORS, *Woonam & Smith*, for *C. H. Pedley, Crews*; *The Solicitor to the Board of Trade*.

[Reported by P. M. FRANCKE, Esq., Barrister-at-Law.]

Societies.

The Law Society.

NOTICE.

The annual general meeting of the members of the society will be held in the Hall of the society on Friday, the 13th of July next, at 2 p.m.

The following are the names of the members of the Council retiring by rotation—viz.: Sir John Gray Hill, Mr. Johnson, Mr. W. G. King, Mr. Lee, Mr. Pennington, Mr. Samson, Mr. Trower, Mr. Walters, Mr. Winterbotham, Mr. Witham.

So far as is known they will be nominated for re-election.

There are two other vacancies, one caused by the death of Mr. C. E. Mathews, and the other by the resignation of Mr. W. H. Gray.

E. W. WILLIAMSON, Secretary.

Obituary.

Sir Frederick Peel.

The death is announced of Sir Frederick Peel, one of the Railway and Canal Commissioners, on Tuesday last. He was the second son of Sir Robert Peel and was educated at Harrow and Trinity College, Cambridge. He was called to the bar in 1849, but never practised, holding successively several offices under the Government. He was made a Privy Councillor in 1857 and a K.C.M.G. in 1869. In 1873 he was appointed Railway and Canal Commissioner, and proved a most efficient member of that body. He possessed, says the *Times*, an eminently judicial mind and was of a cautious, equitable temperament; and though the work of the commission was necessarily only intermittent, he may be said almost to have deserved the name of a great judge.

Legal News.

Changes in Partnerships.

Dissolutions.

THOMAS SLANEY and EDWARD SLANEY, solicitors (T. & E. Slaney), New-castle-under-Lyme. As regards the said Thomas Slaney, who retires from the firm as and from the 31st day of May, 1906; the said Edward Slaney will continue the said business under the present style or firm of T. & E. Slaney.

[Gazette, June 5.]

General.

The Secretary of State for the Colonies has received a telegram from the Governor-General of Australia stating that a proclamation bringing into force the Commonwealth Copyright Act, 1905, will be issued about the middle of this month.

It is announced that Mr. Arthur S. Cully, Official Receiver of the South London District, has been appointed to succeed Mr. Luke Jesson Sharp as Official Receiver in Bankruptcy for the Birmingham District, and he took up his duties on Friday in last week.

The death is announced of Mr. Charles Ernest Thynne, Assistant Solicitor of H.M. Customs.

It is stated that cases in the new trial paper will be taken in Appeal Court No. 1 at the beginning of the ensuing Trinity sittings, and continued until further notice.

A case of exceptional interest was, says the *American Case and Comment*, recently decided by the Supreme Court of Oregon in *Ferguson v. Ray* (44 Or. 557, 1 L. R. A. N. S. 477, 102 Am. St. Rep. 648, 77 Pac. 600). In that case gold-bearing quartz was found where it had been buried in some kind of a bag near a tree on which marks had been made, for the purpose, no doubt, of relocating the hiding-place. The quartz had been hidden so long that the bag had almost entirely rotted away, and it was impossible, from any facts existing, to determine anything whatever with respect to the identity of the owner of the property. The court held that the property could not be regarded as lost property which would belong to the person who found it, but must be regarded as a part of the soil, belonging to the owner of the real estate.

A North Carolina attorney sends to the *American Case and Comment* the following, which he says was enacted in 1905 as the law of the State: Chapter 754.

The General Assembly of North Carolina do enact:

Sec. 1. That it shall be unlawful for any person, firm or any dog or bitch known to be dangerous or vicious to run at large; Provided, however, this section shall not be construed to prevent any person from turning such dogs loose from eight p.m. to six a.m. on the premises of the owner.

Sec. 2. That any person violating this Act shall be deemed guilty of a misdemeanor.

Sec. 3. This Act shall apply only to Mitchell County.

Mr. Witt, K.C., in his book of reminiscences, tells the following story of Vice-Chancellor Bacon, which we think is new: A traveller had been hurt on the railway, had been compensated, and had signed a receipt in full. Some months afterwards he filed a bill to set aside the compromise. His case was that the shock of his accident had made him dumb or stupid and that his mind did not go with his act when he signed the receipt, but that he had since had another shock, which had restored him to speech and reason. The Vice-Chancellor said: "Mr. Glass, I never heard of a case like this before. Is there any precedent?" Then that famous counsel turned to his junior and said, "What was the name of the husband of Elizabeth?" and the junior having told him, Mr. Glass said, "Oh, yes, your honour, there is the case of *Zacharias*." "Where is that reported, Mr. Glass?" replied the judge. Now when this sort of thing was possible, it is not to be wondered at that the judge had to be on guard with his bar.

It is announced that the tenth annual conference of the Federation of Insurance Institutes of Great Britain and Ireland would be held on Friday. The federation is composed of the local insurance institutes, of which there are eleven, and this is their first conference in London. The functions of the federation consist of the supervision of the methods of work of the various institutes, in regard more particularly to the lectures which are given for the training of the younger members of the profession in the principles and practice of fire, life, and accident insurance; and organizing and conducting annual examinations in the various subjects connected with insurance business at the provincial centres and in London. Certificates are given to those who pass, and thus the average knowledge of insurance clerks throughout the kingdom is raised. The London insurance managers have formed themselves into a committee to welcome the members of the conference, who will be delegates from the various provincial institutes, composed of the local managers of the insurance companies.

Mr. Justice Walton, who was among the guests at the annual dinner of the Law Students' Debating Society the other evening, remarked, says a writer in the *Globe*, that while he had been on the bench he had not observed at the bar any lack of capacity in the matter of speech-making. This prompted Mr. M'Call, K.C., to allude to the habit of talking on the bench. "Mr. —" a Lord Chancellor once said to a distinguished advocate, "I have been looking through the shorthand writer's notes, and I observe that upon a few occasions you were allowed to interrupt the Lords Justices." According to Mr. M'Call, there are judges on the bench to-day equally wanting in reticence. "His own experience of a few days ago satisfied him that the way in which justice was administered in some courts would be appropriately described in the words of Goldsmith, slightly altered, 'the judging pair, that simply sought renown by talking on to talk each other down.' In which court was Mr. M'Call inspired thus to alter Goldsmith's lines? In the legal world, though certainly not because of any want of interest in Mr. M'Call's experience, the question excites no curiosity.

The following are the arrangements for hearing Probate and Divorce causes during the Trinity sittings: Causes set down for trial will be taken in Court I., and causes in the day's list in that court will be transferred and taken in Court II. when Admiralty cases are not being heard. Undeclared matrimonial causes will be taken (in Courts I. and II.) on Tuesday and Wednesday next, and (in Court I.) on each Monday during the sittings after motions. Causes postponed, when in the day's list, will be put to the bottom of the general list. Probate and defended matrimonial causes for hearing before the court itself will be taken on Thursday the 14th, Friday the 15th, Tuesday the 19th, Wednesday the 20th, Thursday the 21st, and Friday the 22nd inst. Common jury cases will be taken on and after Tuesday the 26th inst. Undeclared or short causes in

names and addresses, and the particulars of their debts and claims, to Alfred Perrin, 5, John Dalton st., Manchester. Booth, Manchester, solv for liquidator

ASHLEY LIMESTONE CO., LIMITED—Creditors are required, on or before June 15, to send their names and addresses, and the particulars of their debts or claims, to William Edward Davis, Broad Sanctuary chambers, 20, Tothill st., Westminster

BRADSHAW CYCLE AND FITTINGS (TAIWILL'S PATENTS), LIMITED—Creditors are required, on or before July 13, to send their names and addresses of their solicitors to E S Elvey and T Livingstone Kelly, 5, Augustus st.

HOTEL BUREAU CO., LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before July 17, to send their names and addresses, and the particulars of their debts or claims, to Robert Hope Johnston, Gresham chambers, Lichfield st., Wolverhampton

HYDROBURE WORKS, LIMITED—Creditors are required, on or before June 19, to send their names and addresses, and the particulars of their debts or claims, to James Todd, 3, Winkley sq., Preston. Banks & Co, Preston, solv for liquidator

LACOSTE & BATTMAN, LIMITED—Petn for winding up, presented May 31, directed to be heard June 13. Neely, Coleman st., solv for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 12

Mrs PUNNETT, LIMITED—Petn for winding up, presented May 29, directed to be heard June 13. Smith & Son, Gresham House, Old Broad st., solv for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 12

MIDLAND COUNTIES AGRICULTURAL SUPPLY ASSOCIATION, LIMITED—Petn for winding up, presented May 29, directed to be heard at Kidderminster, June 15, at 11.15. Sherwin & Walker, Birmingham, solv for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 14

MRS DEVELOPMENT CO OF VICTORIA, LIMITED—Creditors are required, on or before July 2 to send their names and addresses, and the particulars of their debts or claims, to Arthur William Cook, 74, Cheapside

RAPID ROAD TRANSPORT CO., LIMITED—Petn for winding up, presented May 24, directed to be heard June 13. Swepstone & Stone, 68 Helen's, solv for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 12

SOCIETY JOURNALS PUBLISHING CO., LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before July 5, to send their names and addresses, and the particulars of their debts or claims, to Edgar H Payton, 22, Cannon st., Birmingham. Mandale, Birmingham, solv for liquidator

TAYLOR'S TONIC TEA CO., LIMITED (IN LIQUIDATION)—Creditors are required, on or before June 15, to send their names and addresses, and the particulars of their debts or claims, to Wilfred A Klose, 34, Devonshire rd., Forest Hill

TRINITY GOLD PLACER MINING SYNDICATE, LIMITED (IN LIQUIDATION)—Creditors are required, on or before June 30, to send their names and addresses, with full particulars of their debts or claims, to A. Fawcett, 10/11, Walbrook

WARRICK ELECTRICAL ENGINEERING CO., LIMITED—Creditors are required, on or before July 6, to send their names and addresses, and the particulars of their debts or claims,

to William Martello Gray, District Bank chmbrs, Bradford. Wright & Co, Bradford, solv for liquidator

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

PRINTERS' ENGINEERS, LIMITED—Petn for winding up, presented May 16, directed to be heard at the Assize Courts, Strangeways, Manchester, June 19, at 10.30. Goutly & Goodfellow, Manchester, solv for petners. Notice of appearing must reach the above-named not later than 2 o'clock in the afternoon of June 16

London Gazette.—TUESDAY, JUNE 5.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

A & G BRISTOW, LIMITED—Creditors are required, on or before July 21, to send their names and addresses, and the particulars of their debts or claims, to George Mallam, Oxford Chambers Luton, LIMITED—Petn for winding up, presented May 24, directed to be heard at the Court House, Luton, June 14, at 2. Latham, Luton, solv. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 13

CITY OF BIRMINGHAM CLUB CO., LIMITED—Creditors are required, on or before July 24, to send their names and addresses, and the particulars of their debts or claims, to James Green, 60, Bromsgrove st., Birmingham. Mogford, Birmingham, solv for liquidator

GREEN, LIMITED—Petn for winding up, presented May 29, directed to be heard at the Court House, Burnley st., Greenwich, June 15, at 11. Wake & Wild, Barbican, solv for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 14

KENWORTHY & CO., LIMITED—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to W T Butterfield, Chartered Accountant, Bradford. Bowling & Sons, Leeds, solv for liquidator

LONDON AND SOUTHERN COUNTIES INVESTMENT, ADVANCE, AND DISCOUNT CO., LIMITED—Petn for winding up, presented May 31, directed to be heard June 13. Chapman, Moor-gate Station chambers, solv for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 12

SHEFFIELD CEMENTWORKS CO., LIMITED—Creditors are required, on or before July 17, to send their names and addresses, and the particulars of their debts or claims, to Edward Bramley, 6, Paradise sq., Sheffield. Bramley & Son, Sheffield, solv for liquidator

ZEEHAN SOUTH COMSTOCK, LIMITED (IN LIQUIDATION)—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to James Eastwood Meadowcroft, 6, Moor-gate st.

ZOUTPANSBERG WATER POWER AND GOLDFIELDS SYNDICATE, LIMITED, AND LAOS PRODUCE, LIMITED—Creditors are required, on or before Sept 23, to send their names and addresses, and the particulars of their debts or claims, to Richard Warner, 74, Coleman st. Maddison & Co, Old Jewry, solv for liquidator

Bankruptcy Notices.

London Gazette.—TUESDAY, May 29.

FIRST MEETINGS.

ADDISON, WILLIAM, and ARTHUR METCALFE, Bradford, Chairmakers June 11 at 3.30 Off Rec, 20, Tyrryl st., Bradford

ASTLEY, WILLIAM, Chester, Photographic Dealer June 6 at 12 Crypt chambers, Eastgate row, Chester

BALDWIN, ROBERT ARTHUR WARREN, Southport, Lancs, Grocer June 7 at 12 Off Rec, 35, Victoria st., Liverpool

BARNARD, JAMES FREDERICK, Norwich, Baker June 6 at 12.30 Off Rec, 8, King st., Norwich

BARNES, GEORGE A., Brighton, Motor Maker June 8 at 12.30 192, York rd, Westminster Bridge

BENNETT, MARY ANN, Hay Merchant June 7 at 11 Off Rec, 22, Park row, Leeds

BROTHERTON, CHARLES, jun, Evesham, Commission Agent June 7 at 11.30 45, Coppenhagen st., Worcester

BURTON, JOHN JAMES, Kenwyn rd, Clapham June 8 at 11.30 192, York rd, Westminster Bridge

BUTTS, ADMIRAL, Derby June 7 at 3 Off Rec, 47, Full st., Derby

CLARK, GEORGE, Nuneaton, Warwick June 7 at 11 Off Rec, 8, High st., Coventry

DEATYOTT, ARTHUR HENRY SEELY, and JOHN ARTHUR DEATYOTT, Leamington, Warwick, Photographers June 18 at 11 Huskiss chambers, 191, Corporation st., Birmingham

EDWARDS, ROBERT, Broadway sq., Physician June 11 at 1 Bankruptcy bldg, Carey st

EMERY, ISAAC, Victoria pk rd, Diamond Merchant June 6 at 1 Bankruptcy bldg, Carey st

ELSON, ERNEST, Wisbech, Cambs, Baker June 6 at 12.45 Off Rec, 8, King st., Norwich

FRANCE, TOM STANLEY, Northwich, Painter June 6 at 3 Off Rec, King st, Newcastle, Staffs

GALLANT, JAMES, Gt Yarmouth, Carpenter June 6 at 12 Off Rec, 8, King st., Norwich

GREEN, EDWARD, Kearsley, Lancs, Commercial Traveller June 13 at 3 19, Exchange st., Bolton

HAMILTON, JOHN, King st, Cheapside, Tailor June 7 at 2.30 Bankruptcy bldg, Carey st

HARRISON, JAMES MELROSE, Wallingend, Northumberland, Auctioneer June 6 at 11.15 Off Rec, 30 Mosley st Newcastle on Tyne

HOLLINGWORTH, ERNEST SYDNEY, Hensall, Yorks June 11 at 10.30 Off Rec, 6, Bond ter, Wakefield

HYD, EDWARD, Marple Bridge, Derby, Shirt Manufacturer June 13 at 3 Off Rec, Byrom st, Manchester

JACOBS, M., Cambridge rd, Bethnal Green, Boot Manufacturer June 13 at 12 Bankruptcy bldg, Carey st

LAW, ERNEST, Accrington, Fish salesman June 12 at 10.30 Off Rec, 14, Chapel st, Preston

LLOYD, EDWIN, Norland sq., Holland Park, Commission Agent June 12 at 11 Bankruptcy bldg, Carey st

LOVE, ALFRED, Oldham, Grocer June 22 at 12 Off Rec, Graves st, Oldham

LORD, EMILY, Huddersfield, Glass Dealer June 7 at 3 Off Rec, Prudential bldg, New st, Huddersfield

MILNER, PHILIP EDWIN, Endleham rd, Balham, Builder June 7 at 12.30 194, York rd, Westminster Bridge

MILNER, FRANK, Darlington, Hardware Dealer June 30 at 3 Off Rec, 5, Albert rd, Middlesbrough

MOON, JOSEPH, Davyholme, Lancs, Cattle Dealer June 13 at 2.30 Off Rec, Byrom st, Manchester

MORRIS, JAMES WILSON, Duke st, Manchester sq., Antique Dealer June 13 at 12 Bankruptcy bldg, Carey st

MURRAY, WILLIAM, Warmfield, nr Wakefield, Butcher June 11 at 10 Off Rec, 6, Bond ter, Wakefield

NAVION, CELAMAS, Halifax, Coal Merchant June 7 at 3 Off Rec, Towhall chambers, Halifax

NIXON, WILLIAM HOOPER, Upper Richmond rd, Putney, Schoolmaster June 7 at 11.30 192, York rd, Westminster Bridge

ORLEMAN, CHARLES WILLIAM, Lower Clapton, Dairyman June 11 at 11 Bankruptcy bldg, Carey st

OWEN, ELIZA FRANCES, High Court June 13 at 11 Bankruptcy bldg, Carey st

PANTER, EDWARD THOMAS, and CHARLES DANIEL PANTER, Drakes Broughton, Bedford, Worcester, Builders June 6 at 11.30 45, Coppenhagen st., Worcester

PLEWIS, THOMAS, Far Beeston, Leeds, Blacksmith June 7 at 11.30 Off Rec, 22, Park row, Leeds

PRICE, FRANCIS HARRY, Cardiff, Giam, Hairdresser June 6 at 3 117, St Mary st, Cardiff

PROUDLOCK, THOMAS, Seaton Hirst, Ashington, Northumberland, Miser June 6 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne

PRYCE, HENRY CHARLES, Cliffryd, Pontypridd, Bootmaker June 6 at 3 135, High st, Merthyr Tydfil

ROBERT, JUSTIN, Swansea, Bailiff's Assistant June 7 at 12 Off Rec, 31, Alexandra rd, Swansea

ROBERTS, JOHN, Denbigh, Grocer June 6 at 11.30 Crypt chambers, Eastgate row, Chester

SKINNER, EDWARD, Wakefield, Yorks, Nurseryman June 11 at 11.30 Off Rec, 6, Bond ter, Wakefield

SMITH, JAMES, Doncaster, Farmer June 7 at 12 Off Rec, 31, Silver st, Lincoln

SQUARMAN, ISRAEL, Sandy's row, Bishopsgate, Restaurant Keeper June 6 at 12 Bankruptcy bldg, Carey st

TALLANT, FRANCIS ALWYN, Donsley, Easebourne, Sussex, Builders Merchant June 7 at 2.30 Off Rec, 4, Pavilion bldg, Brighton

THOMAS, GEORGE HENRY, Ebbw Vale, Blaenavon, Provision Merchant June 7 at 12 195, High st, Merthyr Tydfil

TILLOTSON, JOHN, Binley, York, Auctioneer June 11 at 3 Off Rec, 29, Tyrryl st, Bradford

WAINSLAY, JAMES, Lancaster, Licensed Victualer June 12 at 11 Off Rec, 14, Chapel st, Preston

WHITE, HENRY JOHN, Salisbury, China Dealer June 7 at 2.30 Off Rec, City chambers, Catherine st, Salisbury

WILLIAMS, GEORGE FREDERICK, Pelsall, Staffs, Stationer June 7 at 11.30 Off Rec, Wolverhampton

WILSON, HANNAH ELIZABETH, Batley, York, Confectioner June 6 at 11.30 Off Rec, Bank chmbrs, Corporation st, Dewsbury

WYLIE, JAMES, Manchester, Egg Importer June 12 at 2.30 Off Rec, Byrom st, Manchester

ADJUDICATIONS.

ADAMS, WILLIAM, West Haddon, Northampton, Carrier Northampton Pet May 26 Ord May 26

ADDISON, WILLIAM, and ARTHUR METCALFE, Bradford, Chair Makers Bradford Pet May 25 Ord May 25

BANKS, HERBERT COATES, Hartogate Hill, Darlington, Tobaccoist Stockton on Tees Pet May 25 Ord May 25

BENTLEY, RICHARD WILLIAM, New Broad st, Advertising Agent High Court Pet Jan 15 Ord May 26

BODY, ALBERT WILLIAM, Swansea, Painter Swansea Pet May 25 Ord May 25

BROTHERTON, CHARLES, jun, Evesham, Worcester, Commission Agent Worcester Pet May 25 Ord May 25

BROWN, OLIVER HENRY, Sheffield, Mantle Warehouseman Sheffield Pet May 2 3 Ord May 25

BURKE, MARTIN, Whitecross st, Cheesemonger High Court Pet May 1 Ord May 24

BURTHWELL, JAMES HAYWARD, Hanley, Bookbinder Hanley Pet May 14 Ord May 24

CHACKES, ALEXANDER, Broad st, Golden sq, Linen Draper High Court Pet April 6 Ord May 22

CHADWICK, JOHN, Church Gresley, Derby, Baker Burton on Trent Pet May 21 Ord May 24

CHAWFORD, REGINALD DOUGLAS, Clacton on Sea, Manufacturers' Agent Colchester Pet Feb 19 Ord May 25

DAVIS, ALFRED, Nottingham pl, Commercial rd, Jeweller High Court Pet March 23 Ord May 23

DODD, CHARLES HENRY, Gt Maplestead, Halstead, Essex, Builder Colchester Pet May 25 Ord May 25

DOWNS, ALFRED EDWARD, Downham, Essex, Ship's Steward Chelmsford Pet May 24 Ord May 24

DEATYOTT, ARTHUR HENRY SEELY, and JOHN ARTHUR DEATYOTT, Leamington, Warwick, Photographers Birmingham Pet March 30 Ord May 26

EVANS, GEORGE, Stapleford, Notts, Cab Driver Derby Pet May 25 Ord May 25

FENN, WILLIAM HENRY, South Stack Lighthouse, nr Holyhead, Lighthouse Keeper Bangor Pet May 24 Ord May 24

GARR, EDWARD, Kearsley, Lancs, Commercial Traveller Bolton Pet May 24 Ord May 24

GREENWOOD, HANNAH, Clough Bank, Chatham, Lancs, Corn Dealer Blackburn Pet Feb 9 Ord May 25

HAILWOOD, WILLIAM THOMAS, Hulme, Manchester, Baker Manchester Pet May 10 Ord May 25

HILL, ALBERT, Halifax, Woollen Merchant Halifax Pet May 7 Ord May 24

HODGES, GEORGE JAMES, Ross, Hereford Coal Merchant Hereford Pet May 24 Ord May 24

HUGHES, RICHARD BOYCE, Cefn Cribbwr, Grocer Cardiff Pet May 24 Ord May 24

HUXTABLE, THOMAS, Hattow, Builder St Albans Pet April 19 Ord May 24

KENEDY, ARTHUR ROBERT WINDSOR STUART CLARE, Aldershot, Hampshire, Army Officer Guildford Pet Jan 31 Ord May 23

KING, WILLIAM, Westcliff on Sea, Essex, Chelmsford Pet April 20 Ord May 23

LAWTON, JOSEPH WILFRED SELVANS, Dacres, Greenfield, Mill Manager Oldham Pet May 17 Ord May 25

LATFIELD, WILLIAM, Gt Ayton, Yorks, Plumber Stockton on Tees Pet May 25 Ord May 25

LOVE, ALFRED, Oldham, Grocer Oldham Pet May 24 Ord May 24

LORD, EMILY, Huddersfield, Glass Dealer Huddersfield Pet May 23 Ord May 25

MEADY, CHARLES WILLIAM, Poole, Baker Poole Pet May 24 Ord May 24

MURRAY, WILLIAM, Warmfield, nr Wakefield, Butcher Wakefield Pet May 24 Ord May 24

O'LOUGHLIN, JOHN ALOYSIUS, Higher Broughton, nr Manchester, Manchester Pet March 15 Ord May 25

ORLEMAN, CHARLES WILLIAM, London rd, Lower Clapton, Dairyman High Court Pet April 27 Ord May 24

PHILLIPS, JAMES LYLE, Uplands, Swansea, Grocer Swansea Pet May 24 Ord May 24

PHILLIPS, LEO ISAAC, Northam, Southampton, Curman Southampton Pet May 26 Ord May 24

PLEWIS, THOMAS, Far Beeston Leeds, Blacksmith Leeds Pet May 24 Ord May 24

PROUDLOCK, THOMAS, Seaton Hirst, Ashington, Northumberland, Miser Newcastle on Tyne Pet May 31 Ord May 24

ROE, GEORGE, Haverfordwest, Saddler Pembroke Dock Ord May 24 Pet May 0

ROWLINGS, CHRISTOPHER, Devonport, Baker Plymouth Pet May 26 Ord May 26

SAYWELL, GEORGE, Ashford, Kent, Baker Canterbury Pet May 23 Ord May 25

SEEDS, EDWARD, Wakefield, Nurseryman Wakefield Pet May 24 Ord May 24

SMITH, JAMES, Doncaster, Farmer Lincoln Pet May 4 Ord May 26

STANDERS, JULIA, Whipcates, Harrietham Maidstone
Pet May 26 Ord May 26
STARRS, RICHARD HENRY, Hythe, Kent, Watchmaker
Cathbury Pet May 25 Ord May 25
TAYLOR, WILLIAM JOHN, Walworth, Builder High Court
Pet May 3 Ord May 24
THOMAS, GEORGE HENRY, Blaenau, Mon, Provision
Merchant Tredgar Pet May 24 Ord May 24
THOMAS, THOMAS, Aberdare, Glam, Solicitor's Clerk
Aberdare Pet May 25 Ord May 25
TODD, JOHN, Birmingham, Metal Dealer Birmingham
Pet May 9 Ord May 25
WATKINS, JOHN, Hereford, Farmer Hertford Pet May 26
Ord May 27
WHITELL, WILLIAM HENRY, Stockton on Tees, Removal
Contractor Stockton on Tees Pet May 21 Ord May 24

ADJUDICATION ANNULLED.

PERKINS, JOHN, Northampton, Shoe Manufacturer
Northampton Adjud Sept 18, 1901 Annul May 2, 1906

London Gazette.—FRIDAY, JUNE 1.

RECEIVING ORDERS.

ANDERSON, THOMAS, King's Lynn, Norfolk, Fish Merchant
King's Lynn Pet May 30 Ord May 30
ATTFIELD, GEORGE, Barking, Essex, Grocer Chelmsford
Pet May 22 Ord May 28
BENNETT, BENJAMIN WILLIAM, Lower Kennington, Lamb-
eth, Plumber High Court Pet May 29 Ord May 29
BLUCE, TIMOTHY, Ludlow, Salop, Ironmonger Leominster
Pet May 28 Ord May 28
BRIGHTON, EDWIN, Heigham, Norwich, Butcher Norwich
Pet May 28 Ord May 28
BROOK, JAMES, Maresfield, Sussex, Miller Lewes Pet May
28 Ord May 28
CACKERHEAD, DAVID, Gt Grimsby, Grocer Gt Grimsby Pet
May 22 Ord May 29
CAMPTON, CHARLES WILLIAM, Fonthed on Sea, Essex,
Furnisher Chelmsford Pet May 22 Ord May 28
COHEN, SAMUEL RAPHAEL, and BARNETT RAPHAEL COHEN,
Oakley corner High Court Pet April 26 Ord May 28
COOPER, JOHN, Stockton on Tees, Plasterer Stockton on Tees
Pet May 25 Ord May 28
DEARDEN, JOHN HENRY, Golborne, Lancs, Innkeeper
Bolton Pet May 28 Ord May 28
DOWD, THOMAS CARPENTERS, Wednesfield, nr Wolverham-
pton, Lock Manufacturer Wolverhampton Pet May 28
Ord May 28
DUXBURY, THOMAS, Scarborough, Auctioneer Scarborough
Pet May 30 Ord May 30
EDWARDS, JOSEPH EARNEST, Filey, Yorks, Grocer Scar-
borough Pet May 30 Ord May 30
FENNIS, JOHN, St Margaret's at Cliff, Kent, Carrier Canter-
bury Pet May 30 Ord May 30
GRIFFITHS, D.L., West End in, Kilburn High Court Pet
April 24 Ord May 26
HARRINGTON, ROBERT, Ynyshir, Glam, Collier Pontypridd
Pet May 29 Ord May 29
HAYES, ARTHUR, Saddleheath, nr Alderhot, Insurance
Agent Salisbury Pet May 30 Ord May 30
HILL, ROBERT HENRY, Portsmouth, Southampton, Boot
Dealer Southampton Pet May 29 Ord May 29
HURST, ARTHUR HENRY, Lambeth walk, Butcher High
Court Pet May 30 Ord May 28
JOHNSON, GEORGE WILLIAM, Warrington, Baker Warring-
ton Pet May 28 Ord May 28
JONES, HORACE ARCHIBALD, Abbeville rd, Clapham
Common, Wine Merchant Wandsworth Pet May 28
Ord May 28
LEE, WILLIAM, Doncaster, Tobaccoist Sheffield Pet May
30 Ord May 30
LEVET, HENRY, Weisbaden rd, Stoke Newington, Hosiery
Factor High Court Pet May 10 Ord May 30
LAW, THOMAS SCOTT, Shrewbury, Baker Shrewsbury
Pet May 30 Ord May 30
LOOKER, SAMUEL HANNA, Twyford, Bucks, Schoolmaster
Banbury Pet May 28 Ord May 28
MARLAND, FRANCIS ROGER, Longsight, Manchester
Manchester Pet May 18 Ord May 28
MAYNUT, ALFRED RICHARD, Torquay, Photographer
Exeter Pet May 28 Ord May 28
MILNER, WILLIAM OWEN, Waverley, Liverpool, Cabinet
Maker Liverpool Pet May 16 Ord May 29
MORTON, MICHAEL, Southport, Grocer Liverpool Pet
May 28 Ord May 28
NEWMAN, THOMAS WILLIAM, Botolph in, Eastcheap, General
Dealer High Court Pet May 28 Ord May 28
PICKET, ELIZA, Leicester, Tobaccoist Leicester Pet May
29 Ord May 29
PROBERT, JAMES, Edgeley, Stockport, Provision Dealer
Stockport Pet May 30 Ord May 30
REES, MARTIN, Bessley rd, Clapham, Plasterer High
Court Pet May 13 Ord May 13
REED, EDWARD, Alford, Cabinet Maker Boston Pet May
15 Ord May 30
REZA, THOMAS JOHN, Talbot, Port Talbot, Glam, Grocer
Aberystwyth Pet May 20 Ord May 30
RIDING, FREDERICK, Heath Charnock, Lancs, Caretaker
Bolton Pet May 28 Ord May 28
ROBERTS, JOHN JAMES BOY, Farnham, Builder Guildford
Guildford Pet May 29 Ord May 29
SHIELDS, ADOLPH JOSEPH, Penarth, Glam, Photographer
Cardiff Pet May 29 Ord May 29
SNELL, WALTER HENRY JAMES, Cophall gds, Twickenham,
Commercial Agent High Court Pet May 30 Ord
May 29
SPITTLE, SAM, Oldbury, Worcester, Cab Proprietor West
Bromwich Pet May 29 Ord May 29
STEDMON, JOHN BUTLER, Leicester, Bill Poster Leicester
Pet April 25 Ord May 28
STILL, ALBERT EDWARD, Wakefield, Labourer Wakefield
Pet May 28 Ord May 28
SWAINSON, JOHN, and SAMUEL CHAYN, Leeds, General
Printers Leeds Pet May 30 Ord May 30

TAYLOR, GEORGE, Hadleigh, Suffolk, Baker Ipswich Pet
May 30 Ord May 30
WAGON, SILAS, jun, Strood, Kent Rochester Pet April 28
Ord May 28
WILLIAMS, ARTHUR, Uplands, Swansea, Coal Merchant
Swansea Pet May 29 Ord May 29
WILLIAM, GEORGE THOMAS, Wolverhampton, Builder Dud-
ley Pet April 23 Ord May 30

Amended notice substituted for that published in the
London Gazette of May 15:

FIFIELD, WILLIAM JAMES, and DAVID HECTOR MOTTRAM,
Hooley Hill, nr Manchester, India Rubber Manufac-
turers Ashton under Lyne Pet March 22 Ord May 10

Amended notice substituted for that published in the
London Gazette of May 25:

OWEN, ELIZA FRANCES High Court Pet May 1 Ord May 28

FIRST MEETINGS.

ADAMS, WILLIAM, West Haddon, Northampton, Carrier
June 9 at 12 Off Rec, Bridge st, Northampton
ANDERSON, JOHN EDWIN, Hale Lodge, Edgware, Florist
June 13 at 3 14, Bedford row
BARKS, HERBERT COATES, Darlington, Tobaccoist June
20 at 3 Off Rec, 8, Albert rd, Middlesbrough
BENNETT, BENJAMIN WILLIAM, Lower Kennington, in,
Plumber June 13 at 1 Bankruptcy bldg, Carey st
BODT, ALBERT WILLIAM, Swansea, Painter June 13 at 12
Off Rec, 31, Alexandra rd, Swansea
BRIGHTON, EDWIN, Heigham, Norwich, Butcher June 11
at 12.30 Off Rec, 8, King st, Norwich
BRINDLEY, JOHN, Stockport, Fruiterer June 12 at 11.30
Off Rec, Castle chimbrs, 6, Vernon st, Stockport
BROWE, CHARLES, Gt Grimsby, Joiner June 12 at 11 Off
Rec, St Mary's church, Gt Grimsby
CLARSON, ELIZABETH SARAH, New Radnor, Radnor June
11 at 1.30 4, Corn st, Leominster
COHEN, SAMUEL RAPHAEL, and BARNETT RAPHAEL COHEN,
Bank parade, West Kensington June 14 at 11 Bank-
ruptcy bldg, Carey st
COOPER, JOHN, Stockton on Tees, Plasterer June 27 at 3
Off Rec, 8, Albert rd, Middlesbrough
CRABTREE, JOHN, Kirby Lonsdale, Westmorland, Butcher
June 12 at 11.30 Off Rec, 16, Cornwalls st, Barrow in
Furness
DANIEL, THOMAS JOHN, Maesteg, Glam, Sawyer June 12 at
11.30 Off Rec, 117, St Mary st, Cardiff
DEARDEN, JOHN HENRY, Golborne, Lancs, Innkeeper June
18 at 3 19, Exchange st, Bolton
DODD, CHARLES HENRY, Gt Maplestead, Halstead, Essex,
Builder June 18 at 2 Cups Hotel, Colchester
DOWNES, ALFRED EDWARD, Downham, Essex, Ship's
Steward June 12 at 3 14, Bedford row
DYER, CALER, Northampton, Pawnbroker June 11 at 12
Off Rec, Bridge st, Northampton
EVANS, GEORGE, Stapleford, Notts, Cab Driver June 9 at
11.30 Off Rec, 47, Full st, Derby
GUTHRIE, DONALD, Lowestoft, Monumental Mason June 11
at 12.45 Off Rec, 8, King st, Norwich
HAILWOOD, WILLIAM THOMAS, Hulme, Manchester, Baker
June 13 at 2.30 Off Rec, Byrom st, Manchester
HARDWICK, J. H., Addlestone, Surrey June 11 at 11.30
132, York rd, Westminster Bridge
HOLME, GEORGE, and FRED GRAY, Burbage, nr Buxton,
Innkeepers June 12 at 12.30 Off Rec, Castle chimbrs,
6, Vernon st, Stockport
HOWELL, LUCY, Eaton, Norwich, Baker June 9 at 12.30
Off Rec, 8, King st, Norwich
HUGHES, RICHARD BOWEN, Cern Cribber, Glam, Grocer
June 12 at 10 117, St Mary st, Cardiff
HUCKLE, THOMAS, Hartow, Builder June 13 at 12 14,
Bedford row
JACKSON, Enoch, Wellington, Salop, Baker June 13 at
11.30 Off Rec, 22, Swan hill, Shrewsbury
JAMES, LIEUT-COLT WALTER H., Bedford June 15 at 11.15
Bankruptcy bldg, Carey st
JOHNSON, GEORGE WILLIAM, Warrington, Baker June 13
at 3 Off Rec, Byrom st, Manchester
LATTING, WILLIAM ST. AUSTIN, York, Plumber June 20
at 3 Off Rec, 8, Albert rd, Middlesbrough
LOCKHART, WALTER JOHN, East Finchley, Farmer June 12
at 12 14, Bedford row
MAYNUT, ALFRED RICHARD, Torquay, Photographer June
14 at 10.30 Off Rec, 9, Bedford circus, Exeter
NEALE, FANNY EMMA, Long Melford, Suffolk, Licensed
Victualler June 18 at 2.15 Cups Hotel, Colchester
OWEN, ROBERT HENRY, Menai Bridge, Anglesey, General
Draper June 11 at 12 Crypt chimbrs, Eastgate row,
Chester
PALMER, GEORGE, Ellistown, Leicester, Farmer June 9 at
11 Off Rec, 47, Full st, Derby
PHILLIPS, JAMES LILE, Uplands, Swansea, Grocer June 13
at 11.30 Off Rec, 31, Alexandra rd, Swansea
POSTHILL, JOHN FREDERICK, Kingston upon Hull, Gardener
June 9 at 11 Off Rec, Trinity House in, Hull
RAIS, GEORGE ADOLPHUS, Blackheath, Kent, Frame Maker
June 12 at 11.30 York rd, Westminster Bridge
RIDING, FREDERICK, Heath Charnock, Lancs, Cartaker
June 18 at 3.30 19, Exchange st, Bolton
RIDLEY, JAMES, Grimsere, Westmorland, Carter June 12
at 11.15 Off Rec, 16, Cornwalls st, Barrow in Furness
ROBINSON, FRANK, Stockport, Incorporated Accountant
June 15 at 3 Off Rec, Castle chimbrs, 6, Vernon st,
Stockport
SAYVARY, GEORGE, Ashford, Kent, Baker June 14 at 9
Off Rec, 28, Castle st, Canterbury
SHOEBROOKS, ELIZA ANNIE, Henson Chapel, Lancs, Boot
Dealer June 12 at 12 Off Rec, Castle chimbrs, 6,
Vernon st, Stockport
SNELL, WALTER HENRY JAMES, Cophall gds, Twickenham,
Commercial Agent June 13 at 11 Bankruptcy bldg,
Carey st
STANDERS, JULIA, Whipcates, Harrietham, Kent, Spinster
June 12 at 11 King st, Maidstone
STARRS, RICHARD HENRY, Hythe, Kent, Watchmaker
June 14 at 9.30 Off Rec, 68A, Castle st, Canterbury
STEDMON, JOHN BUTLER, Leicester, Bill Poster June 11 at
12 Off Rec, 1, Bridge st, Leicester

STILL, ALBERT EDWARD, Wakefield, Labourer June 11 at
2.30 Off Rec, 6, Bond st, Wakefield
STOKES, WILLIAM JAMES, Abbotsbury, Dorset, Shepherd
June 12 at 2 Off Rec, City chimbrs, Catherine st,
Salisbury

SUTTON, STANLEY WALTER, Wotton St Mary Without,
Glos, Vaccination Officer June 9 at 11 Off Rec,
Station rd, Gloucester

THOMAS, THOMAS, Aberdare, Glam, Solicitor's Clerk June
11 at 12 135, High st, Merthyr Tydfel
WARD, JOSEPH, Higher Hillgate, Stockport, Builder June
12 at 11 Off Rec, Castle chimbrs, 6, Vernon st, Stock-
port

WHITELL, WILLIAM HENRY, Stockton on Tees, Removal
Contractor June 20 at 3 Off Rec, 8, Albert st,
Middlesbrough

WILSON, TOM, Caversham, Auctioneer's Clerk June 14 at 12
Queen's Hotel, Reading

ADJUDICATIONS.

ANDERSON, THOMAS, King's Lynn, Norfolk, Fish Merchant
King's Lynn Pet May 30 Ord May 30
APPLETON, THOMAS SLEIGHT, Bush in, Cannon st High
Court Pet April 30 Ord May 30
BARNES, GEORGE A., Brighton, Motor Maker Greenwich
Pet April 11 Ord May 29
BENNETT, HERBERT GOYER, Fenchurch st, Merchant High
Court Pet April 24 Ord May 28
BRIGHTON, EDWIN, Heigham, Norwich, Butcher Norwich
Pet May 28 Ord May 28
BROOK, JAMES, Maresfield, Sussex, Miller Lewes Pet May
28 Ord May 28
CACKERHEAD, DAVID, Gt Grimsby, Grocer Gt Grimsby Pet
May 22 Ord May 30
COHEN, SAMUEL RAPHAEL, and BARNETT RAPHAEL COHEN,
Oakley corner High Court Pet April 26 Ord May 30
COOPER, JOHN, Stockton on Tees, Plasterer Stockton on
Tees Pet May 28 Ord May 28
DEARDEN, JOHN HENRY, Golborne, Lancs, Innkeeper
Bolton Pet May 28 Ord May 28
DOWD, THOMAS CARPENTERS, Wednesfield, nr Wolver-
hampton, Lock Manufacturer Wolverhampton Pet
May 28 Ord May 28
DUXBURY, THOMAS, Bridlington, Glass Dealer Scarborough
Pet May 30 Ord May 30
EDWARDS, JOSEPH EARNEST, Filey, Yorks, Grocer Scar-
borough Pet May 30 Ord May 30
EDISON, ISAAC, Victoria Park rd, Diamond Merchants
High Court Pet May 4 Ord May 30
ELLIOTT, ALBERT, Darnall, Sheffield, Grocer Sheffield Pet
April 25 Ord May 30
FENNIS, JOHN, St Margaret's at Cliff, Carrier Canterbury
Pet May 30 Ord May 30
HARRINGTON, ROBERT, Ynyshir, Glam, Collier Pontypridd
Pet May 29 Ord May 28
HILL, ROBERT HENRY, Portsmouth, Southampton, Boot
Dealer Southampton Pet May 29 Ord May 29
HURST, ARTHUR HENRY, Lambeth walk, Butcher High
Court Pet May 30 Ord May 30
JAMES, ABRAHAM JOHN WATKIN, Newtown, Montgomery,
Manufacturer Newtown Pet May 5 Ord May 30
JOHNSON, GEORGE WILLIAM, Warrington, Baker Warring-
ton Pet May 28 Ord May 28
JONES, EDWARD PARKES, Six Ways, Aston, Birmingham,
Baker Birmingham Pet May 23 Ord May 28
JONES, HORACE ARCHIBALD, Abbeville rd, Clapham Com-
mon, Wine Merchant Wandsworth Pet May 28 Ord
May 28
LEE, WILLIAM, Doncaster, Tobaccoist Sheffield Pet May
30 Ord May 30
LEWIS, THOMAS SCOTT, Abbey Forgegate, Shrewsbury, Baker
Shrewsbury Pet May 30 Ord May 30
LOOKER, SAMUEL HANNA, Twyford, Bucks, Schoolmaster
Banbury Pet May 28 Ord May 28
MARLAND, FRANCIS ROGER, Longsight, Manchester Man-
chester Pet May 18 Ord May 30
MAYNUT, ALFRED RICHARD, Torquay, Photographer Exeter
Pet May 28 Ord May 28
MELLON, SAM, Milton, Staffs, Vegetable Salesman Has-
ley Pet May 14 Ord May 30
MORTON, MICHAEL, Southport, Grocer Liverpool Pet May
28 Ord May 28
NEWMAN, THOMAS WILLIAM, Botolph in, Eastcheap, General
Dealer High Court Pet May 28 Ord May 28
PICKET, ELIZA, Leicester, Tobaccoist Leicester Pet
May 29 Ord May 29
PROBERT, JAMES, Edgeley, Stockport, Provision Dealer
Stockport Pet May 30 Ord May 30
REES, THOMAS JOHN, Talbot, Port Talbot, Glam, Grocer
Aberystwyth Pet May 30 Ord May 30
RIDING, FREDERICK, Heath Charnock, Lancs, Caretaker
Bolton Pet May 28 Ord May 28
SHIELDS, ADOLPH JOSEPH, Penarth, Glam, Photographer
Cardiff Pet May 29 Ord May 29
SIMMONS, BERTRAM, Sheffield, Chemist Sheffield Pet May
10 Ord May 30
SMITH, F., Reading, Grocer Reading Pet March 31 Ord
May 29
SNELL, WALTER HENRY JAMES, Cophall gds, Twicken-
ham, Commercial Agent High Court Pet May 30
Ord May 29
SNOW, FRANK ROWLAND, Harratgate, Jeweller York st
April 26 Ord May 30
SPITTLE, SAM, Oldbury, Worcester, Cab Proprietor West
Bromwich Pet May 29 Ord May 29
STEDMON, JOHN BUTLER, Leicester, Bill Poster Leicester
Pet April 25 Ord May 28
STEVEN, PERCY ALBERT, GEORGE HENRY STEVEN, and
GUSTAVE WILLIAM STEVEN, Hookley, Birmingham,
Jewellers Birmingham Pet May 14 Ord May 29
STILL, ALBERT EDWARD, Wakefield, Labourer Wakefield
Pet May 28 Ord May 28
SWAINSON, JOHN, and SAMUEL CHAYN, Leeds, General
Printers Leeds Pet May 30 Ord May 30
TAYLOR, GEORGE, Hadleigh, Suffolk, Baker Ipswich Pet
May 30 Ord May 30
THAKR, GEORGE WILLIAM, Seven Sisters rd, Boot Dealer
Elmston Pet May 11 Ord May 28

TYPE, ANTHONY WALTER, Downley, West Wycombe, Bucks, Baker Aylesbury Pet April 26 Ord May 28
WALLIS, ELIAS HENRY, Broadgate rd, Fulham, Builder High Court Pet April 24 Ord May 28
WILLIAMS, ARTHUR, Uplands, Swadlow, Coal Merchant Swadlow Pet May 29 Ord May 28

ADJUDICATION ANNULLLED.

WHITAKER, HERBERT, East Ardsley, nr Wakefield, Waggonette Proprietor Wakefield Adjud Jan 25, 1905 Annul May 28

London Gazette.—TUESDAY, June 5.

RECEIVING ORDERS.

BAGSHAW, AGNES, Preston, Lancs, Draper Preston Pet May 31 Ord May 31
BROWN, FRANK C D, Littlehampton Brighton Pet May 3 Ord June 1
CHALKER, JAMES ARCHIBALD, Delce, Rochester, Grocer Rochester Pet May 31 Ord May 31
CROFT, JAMES, Nantwich, Carriage Proprietor Crowe Pet May 21 Ord June 1
CROFT, WILLIAM, Looe in Makerfield, Collier Wigan Pet May 31 Ord May 31
ECCLES, ALBERT, Gracechurch st, Merchant High Court Pet Jan 12 Ord June 1
HARRIS, JOSEPH, Headingley, Leeds Leeds Pet May 30 Ord May 30
HOPKINS, HENRY, Scarborough, Marine Store Dealer Scarborough Pet May 23 Ord June 1
HUNT, GEORGE, Castle Eden, Durham, Draper Sunderland Pet May 30 Ord May 30
HUNTER, THOMAS HUDSON, Seaton Carew, Plumber Sunderland Pet May 30 Ord May 30
LEWIS, CHARLES ALPHRED, Wolverhampton, Grocer Wolverhampton Pet May 31 Ord May 31
RICHARDS, DAVID DANIEL, Swansea, Accountant Swansea Pet June 1 Ord June 1
SEELY, JOHN RICHARD PRATT, Craster rd, Tulse Hill, Solicitor High Court Pet May 1 Ord May 1
SHILLAKER, HERBERT JOHN TAYLOR, and THOMAS HENRY SHILLAKER, Carlisle, nr Pontefract, Grocers Wakefield Pet May 31 Ord May 31
SMITH & SOX, R. Stockwell rd, Agents High Court Pet May 7 Ord May 31
STUART, MARION, Walsall, Grocer Walsall Pet May 30 Ord May 30
SUGGETT, DIX, King's Lynn, Norfolk, Merchant King's Lynn Pet May 31 Ord May 31
SUMNER, JOSEPH, Rhymney, Mon, Outfitter Tredegar Pet May 30 Ord May 30
TAYLOR, GEORGE SYDNEY, Sheffield, Grocer Sheffield Pet May 17 Ord May 31
THURLOW, FREDERICK, Gosport, Hants, Carpenter Portsmouth Pet May 31 Ord May 30
WALL, ANTHONY JAMES, Frome, Mineral Water Manufacturer Frome Ord May 31 Ord May 31
WILLIAMS, HENRY CHARLES, Rhyddelen, nr Pontypridd, Licensed Victualler Pontypridd Pet May 23 Ord June 1
WILLIAMSON & SOX, King st, West Smithfield, Provision Merchants High Court Pet April 19 Ord May 31
YEATMAN, JOHN FRY, Greenhill rd, Harlesden, Barrister at Law High Court Pet May 11 Ord May 31

FIRST MEETINGS.

ANDERSON, THOMAS, King's Lynn, Norfolk, Fish Merchant June 13 at 12 30 Off Rec, 8, King st, Norwich
BROOK, JAMES, Marefield, Sussex, Farmer June 13 at 11 Dawood & Hart, Solicitors, Town hall chmbrs, Uckfield
BURNISHAW, Jabez HANDARS, Hanley, Bookseller June 13 at 12 Off Rec, King st, Newcastle, Stafford
CARRERD, DAVID, Gt Grimsby, Grocer June 13 at 12 Off Rec, St Mary's chmbrs, Gt Grimsby
CHADWICK, JOHN, Church Gresley, Derby, Baker June 13 at 3 Midland Hotel, Stations st, Burton on Trent
CHALKER, JAMES ARCHIBALD, Delce, Rochester, Grocer June 13 at 12 115, High st, Rochester
DEKERT, THOMAS, Wokingham, Yorks, Auctioneer June 13 at 4 74, Newborough, Scarborough
EDWARDS, JOSEPH EARNEST, Filey, Yorks, Grocer June 13 at 4 45 74, Newborough, Scarborough
EDWARDS, MABEL, Boscombe, Bournemouth, Lodging house Keeper June 13 at 2 30 Midland Bank chmbrs, High st, Southampton
EVANS, CUTHBERT, Litherland, Lancs, Fruit Merchant June 13 at 12 Off Rec, 33, Victoria st, Liverpool
FISHER, JOHN, St Margaret's at Cliffe, Kent, Carrier June 14 at 9 15 Off Rec, 62, Castle st, Canterbury
GRIFFITHS, D L, West End ln, Kilburn June 13 at 12 Bankruptcy bldg, Carey st
HARRINGTON, ROBERT JAMES, Ynhafr, Glam, Collier June 13 at 12 135, High st, Merthyr Tydfil
HERRIS, JOSEPH, Headingley, Leeds June 14 at 11 30 Off Rec, 22, Park row, Leeds
HILL, ROBERT HERBERT, Portsmouth, Southampton, Boot Dealer June 13 at 4 45 Midland Bank chmbrs, High st, Southampton
HOBBS, JOHN WILLIAM, Putney, Draper June 13 at 11 30 135, York rd, Westminster Bridge
HURST, ARTHUR HENRY, Carlton grove, Peckham, Butcher June 13 at 12 Bankruptcy bldg, Carey st
LAWTON, JOSEPH WILFRED SYLVANUS, Dacons, Greenfield, Yorks, Mill Manager June 22 at 11 Off Rec, Greaves st, Oldham
LAVEY, HENRY, Weisbaden rd, Stoke Newington, Hosiery Factor June 13 at 2 30 Bankruptcy bldg, Carey st
LEWIS, THOMAS SCOTT, Shrewsbury, Baker June 13 at 11 30 Off Rec, 22, Swan hill, Shrewsbury
MARSHALL, WILLIAM, Aston, Warwick, Grocer June 13 at 11 Ruskin-chmbrs, 191, Corporation st, Birmingham
MARRIAGE, FRANCIS RUGER, Longsight, Manchester June 13 at 3 30 Off Rec, 62, Byrom st, Manchester
MERRY, CHARLES WILLIAM, Folee, Dorset, Baker June 13 at 4 15 Midland Bank chmbrs, High st, Southampton
NEWMAN, THOMAS WILLIAM, Butolph ln, Banchoep, General Dealer June 13 at 2 30 Bankruptcy bldg, Carey st

PALIN, HENRY, Northwich, Grocer June 14 at 12 Off Rec Kings st, Newcastle, Staffs
PHILLIPS, LEMI ISAAC, Northampton, Carman June 15 at 4 Midland Bank chmbrs, High st, Southampton
PHIPSON, SIDNEY LOVELL, King's Bench walk, Temple, Barrister at Law June 13 at 12 Bankruptcy bldg, Carey st
REECE, MARTIN, Studley rd, Clapham, Plasterer June 14 at 1 Bankruptcy bldg, Carey st
SUGGETT, DIX, King's Lynn, Norfolk, Merchant June 14 at 10 30 Court House, King's Lynn
SUMNER, JOSEPH, Rhymney, Mon, Outfitter June 14 at 12 135, High st, Merthyr Tydfil
SWAINSTON, JOHN, and SAMUEL CRAVEN, Leeds, General Printers June 14 at 11 Off Rec, 22, Park row, Leeds
THURLOW, FREDERICK, Gosport, Hants, Carpenter June 13 at 3 Cambridge junc, High st, Portsmouth
TODD, JOHN, Birmingham, Brass Caster June 14 at 11 Ruskin-chmbrs, 191, Corporation st, Birmingham
WAGG, SILAS, jun, Street, Kent, Clerk June 13 at 11 30 115, High st, Rochester

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SALE DAYS FOR THE YEAR 1906.

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beg to announce that the undermentioned dates have been
fixed for their AUCTIONS OF FREEHOLD, Copyhold, and
Leasehold ESTATES, Reversions, Shares, Life Interests,
&c., at the AUCTION MART, Tokenhouse-yard, E.C.
Other appointments for intermediate Sales can also be
arranged.

Tuesday, June 12
Thursday, June 21
Thursday, June 28
Thursday, July 5
Thursday, July 12
Tuesday, July 17
Thursday, July 26
Thursday, August 2

Thursday, September 27
Thursday, October 11
Thursday, October 25
Thursday, November 8
Thursday, November 22
Thursday, December 6
Thursday, December 13

A List of forthcoming Sales by Auction is published in
the advertisement columns of "The Times" and "Morn-
ing Post" every Saturday.

Messrs. FAREBROTHER, ELLIS, & Co. also issue on the 1st of
every Month a SCHEDULE OF PROPERTIES TO BE
LET OR SOLD, comprising landed and residential estates,
farms, freehold and leasehold houses, town and country
building land, City offices and warehouses, ground-rents,
and investments generally, which will be forwarded free
of charge. A carefully-revised register of applicants
wants is kept, and details of requirements are especially
invited from those seeking properties, &c., to whom
particulars of suitable places are sent from time to time.
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